



FAIRFIELD-SUISUN SEWER DISTRICT

1010 Chadbourne Road • Fairfield, California 94534 • (707) 429-8930 • www.FairfieldSuisunSewer.ca.gov

Board of Directors Meeting Agenda

Meeting Date: Monday, July 28, 2025
Meeting Place: 1010 Chadbourne Road, Fairfield, CA
Meeting Time: 6:00 p.m.

Board of Directors

Jenalee Dawson, President
Catherine Moy, Vice President
Doug Carr
Alma Hernandez
Amit Pal
Doriss Panduro
Parise Shepherd
Scott Tonnesen
Princess Washington
K. Patrice Williams
Pam Bertani, First Alternate
Manveer Sandhu, Second Alternate

REVISED AGENDA:

Director Catherine Moy will be participating remotely via teleconference at: 320 E. Tabor Ave. Fairfield, CA 94533

1. Roll Call
2. Pledge of Allegiance
3. Public Comments
4. Director Comments
5. General Manager Report

6. Consent Calendar:

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- (a) Adopt Resolution No. 2025-25 Approving CASA Board of Directors Slate and Dues.2
(b) Adopt Resolution No. 2025-26 Authorizing the General Manager to Execute an Agreement for Engineering Design Services for Lopes Road Lift Station Improvements.....9
(c) Approve Board Minutes of June 23, 202534

7. Action Item:

- (a) Adopt Resolution No. 2025-27 Authorizing the General Manager to Execute an Agreement with Woodard & Curran, Inc. to provide Engineering Services for the Collection System Master Plan in an amount not to exceed \$1,172,865.....36

8. Information Item:

- (a) Quarterly Investment Report.....75
(b) Board Calendar145

--End of Agenda--

The Fairfield-Suisun Sewer District will provide reasonable disability-related modification or accommodation to a person with a disability who requires a modification or accommodation in order to participate in the meeting of the Board of Directors. Please contact the District at (707) 429-8930 at least 48 hours before the meeting if you require such modification or accommodation.

Documents that are disclosable public records required to be made available under California Government Code Section 54957.5 (b) (1) and (2) are available to the public for inspection at no charge during business hours at our administrative offices located at the above address.

Members of the public may speak on any matter within the jurisdiction of the Fairfield-Suisun Sewer District by identifying themselves at the beginning of the meeting. Comments on matters not listed on the agenda will be taken under Public Comments. Comments on matters appearing on the agenda will be taken during consideration of the item.



FAIRFIELD-SUISUN SEWER DISTRICT

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July 23, 2025

AGENDA REPORT

TO: Board of Directors

FROM: Jordan Damerel, General Manager

SUBJECT: Adopt Resolution No. 2025-25 Approving CASA Board of Directors Slate and Dues

Recommendation: Approve the recommended slate of Directors to serve three-year terms on the CASA Board of Directors, approve the recommended CASA dues increase.

Background: The 70th CASA Annual Conference will be held at the Marriott Marquis San Diego Marina from July 29 through August 1, 2025. On Thursday, July 31, 2025, CASA will hold its annual business meeting. The attached letter from the CASA President provides more information, including Director biographies and the Dues Resolution. There are two items on which CASA members can vote:

- Approve a slate of four Directors nominated to serve on the CASA Board of Directors; and
- Approve a Dues Resolution for Fiscal Year 2025, which includes a 3% increase in member agency dues.

Discussion: The Board has authorized the General Manager to serve as Agency Representative to CASA and to cast a ballot on behalf of the District. Staff have reviewed the proposed slate of Directors and the Dues Resolution, and recommends a ballot be cast to approve both. The dues increase has been accounted for in the FY25/26 budget.

Fiscal Impact: If the recommended Dues Resolution passes, the District's annual CASA membership will increase by 3% to \$19,700.

Attachments: 1 – Letter from CASA President
2 – 2025 CASA Ballot
3 – Resolution 2025-25 Approving CASA Board of Directors Slate and Dues



June 16, 2025

TO: CASA Member Agencies
FROM: Craig Murray, President
SUBJECT: **CASA ANNUAL BUSINESS MEETING—July 29-August 1, 2025**
Marriott Marquis San Diego Marina

CASA will hold its annual business meeting during the July 29-August 1, Annual Conference at the Marriott Marquis San Diego Marina. The meeting will be held in-person on Thursday, July 31. The agenda for the meeting is as follows:

Election of the Directors for FY 2025-26

The membership will be asked to approve a slate of four nominees for the open seats on the Board of Directors. The Directors will serve three-year terms. The slate was recommended by the Nominating Committee and approved by the Board of Directors. The nominees are:

- Rob Thompson, OC San
- Dave Pedersen, Las Virgenes MWD
- Tony Trembley, City of Camarillo
- Sandeep Karkal, Novato San

Brief biographies of the nominees are attached. The Board consists of 13 Directors, 12 elected by the members and one Associate Director appointed by the President. If elected, the four Directors will join eight incumbents. In addition to the elected Directors, the President will appoint a new Associates Director, Jamie Ferro, to a one-year term. The Board of Directors will then elect a President, Vice President and Secretary-Treasurer for one-year terms. **The election will take place by written ballot at the conference. Agency representatives attending the meeting may cast their votes up until 5:00 p.m. on Thursday, July 31, 2025. Electronic submission of ballots in advance of the conference is also encouraged.**

Approval of the Dues Resolution: Proposed 3% Increase

The proposed dues resolution includes an increase of approximately 3% for both agency members and associate members. This dues increase will ensure that CASA is able to keep up with inflation, service cost increases, and generally continue to deliver high quality services and advocacy on behalf of our members. The members will be asked to approve the dues resolution during the Annual Business Meeting.

Other Informational Items

In addition to the action items above, upon request, members can receive a copy of the adopted FY 2026 Budget, approved by the Board on April 16, 2025, and the year-end FY 2025 Treasurer's Report. The FY 2026 budget development process included a thorough review of revenues and expenditures by the CASA Board and staff, as well as an assessment of CASA's ability to maintain and enhance its delivery of services to our members.

Rob Thompson, Director



Robert (Rob) Thompson is the General Manager for the Orange County Sanitation District (OC San) and has been with the OC San since 1995. Prior to becoming the General Manager in 2023, he was the Assistant General Manager overseeing the Operations & Maintenance and Engineering departments. Prior to joining OC San, Mr. Thompson worked for The Ralph M. Parsons Company as a senior engineer and project manager on several major oil field projects. Rob is a registered Electrical Engineer and Civil Engineer in the State of California. He holds a Bachelor of Science Degree in Electrical Engineering from Cal Poly Pomona, and a Master of Public Administration degree from Long Beach State.

David Pedersen, Director



David (Dave) Pedersen is the General Manager of Las Virgenes Municipal Water District and Administering Agent for the Las Virgenes-Triunfo Joint Powers Authority. In these roles, he serves as the chief executive responsible providing water and sanitation services to residents of the Conejo/Las Virgenes Valleys. Dave has a Bachelor's Degree in Civil Engineering from the University of California, Irvine and a Master's Degree in Business Administration from the California State University, Long Beach. He is currently the Past President of WaterReuse California and serves on the Boards of the Association of California Water Agencies, Southern California Water Coalition, California Association of Sanitation Agencies and the Urban Water Institute.

Tony Trembley, Director



Tony Trembley is in his ninth year on the Camarillo City Council. First elected in 2016, he served as Camarillo's Mayor in 2020 and 2024.

Tony has practiced law since 1983. Prior to his retirement from private practice in 2021, he was general counsel for over thirty-five years to many public agencies in Ventura and Santa Barbara Counties, focusing on wastewater, water and environmental law. He is a former Chair of the CASA Attorneys Committee. Since 2021, Tony has served as a volunteer part-time attorney in the Ventura County District Attorney's Office.

Tony received his undergraduate education at Trinity College, Dublin, Ireland and a B.A. with Highest Honors in Political Science/Public Service from the University of California, Davis in 1978. He thereafter served as a postgraduate (Assembly) fellow in the California Legislature and is a 1983 graduate of the University of California, Davis School of Law.

Sandeep Karkal, Director



Sandeep Karkal serves as General Manager-Chief Engineer for the Novato Sanitary District (NSD), which provides wastewater collection, treatment and disposal, recycled water production, and franchised solid waste services in northern Marin County. Prior to joining NSD in 2004, he worked for over 17 years in the public and private sectors, including at two well-regarded consulting engineering firms. Sandeep has both bachelors and masters degrees in civil/environmental engineering, and over 30 years in the water/wastewater industry. He is a registered Civil Engineer in California and Arizona, and holds high grade water/wastewater operator certifications in both states. Sandeep currently serves on the CASA Federal Legislative Committee, and in a leadership role with the California Sanitation Risk Management Authority (CSRMA).

Message from the President

It has been an amazing experience serving as your President this past year, and I am proud of the many things we have accomplished as an organization and as a community over these last 70 years! In my short tenure, CASA has continued to represent our members admirably, expanded our workgroup and event offerings, added several new agency and associate members, all while continuing to deliver the member services you rely on every day. I have enjoyed working with all of our members and the CASA team throughout the year and believe this organization is on an exceptionally positive trajectory.

This year we said goodbye to long-time CASA Director of Renewable Resource Programs and biosolids guru Greg Kester (who we wish all the best in his retirement!). We were also excited to welcome Maile Lono-Batura to the CASA Team as the new Director of Renewable Resources. We also celebrated the promotion of Spencer Saks to Legislative and Regulatory Advocate, where he will be taking a more lead role on several issues under the banner of our advocacy programs. Lastly, we were quite happy to welcome Fauzia Rizvi of the Western Municipal Water District to the CASA Board this year.

In our 70th year, CASA continues to grow its membership base, welcoming several new members and expanding our local agency membership to more than 140 agencies! The CASA Associates continue to expand their role in the organization as well, taking the lead on events like Partnering for Impact, developing and expanding the Engineering and Research Group, and generally providing valuable support to the CASA Team and our member agencies throughout the year. We particularly want to acknowledge those agency and associate representatives who serve on CASA Committees, participate in various workgroup meetings, and attend CASA events and conferences. Your active engagement is what makes our education and advocacy initiatives work, and it is truly appreciated.

Our organization has added many new member benefits over the last few years, including the CASA LEAD Mentorship Program (now entering its fifth year!), our professional development and human resources (HR) workgroup, our new funding and agency finance workgroup (launched in 2025), the CASA Research Collaborative effort, and the Partnering for Impact (PFI) event just to name a few. We always welcome the opportunity to improve and expand our offerings to meet the needs of our membership and encourage you to participate and get the most out of your membership.

CASA's advocacy at the state, federal and regional level provides tangible benefits to our members and the clean water industry at large. It continues to be a point of pride for our organization. This year CASA again co-sponsored state legislation with our environmental partners to address one of the most hot button issues we face currently: PFAS. We also continue to work comprehensively on legislation that impacts the way local agencies operate and finance major projects. At the federal level, the WIPPES Act (setting a national standard for wipes based on our successful California legislation) continues to move forward on a bi-partisan basis as we try to protect federal funding for core programs like WIFIA, the CWSRF, and tax-exempt financing. CASA's regulatory advocacy continues to benefit our members as well, not just on hot topics like PFAS, but on issues like nutrients and ocean acidification, air and climate regulations, biosolids protection, and much more.

Lastly, and in case you don't know, CASA regularly hosts and sponsors virtual training events on a variety of topics important to our members. And while we love seeing all of you at our in-person conferences and events, I encourage you and your teams to participate in these online opportunities. The goal is to maximize our outreach to all member agencies across the state through whatever means are most effective and deliver real value as an organization.

If I have one takeaway message as I leave office, it is to inspire all CASA member agencies to get engaged! The more involved you are in all that CASA has to offer, the better prepared your agency will be for the rapidly changing landscape in which we operate. It has been an honor to serve as your President this past year and I am proud of all the work CASA continues to do as the voice of the clean water sector in California.

A handwritten signature in black ink, appearing to read 'Craig Murray', with a stylized, flowing script.

Craig Murray
CASA President



OFFICIAL BALLOT

The voting members of the California Association of Sanitation Agencies (CASA) are requested to cast their votes on the following important actions:

Board of Directors FY 2026

The Nominating Committee and the Board of Directors recommend election of the following slate of Directors to the four available Board seats:

Rob Thompson, Orange County Sanitation District (Manager - South)
 David Pedersen, Las Virgenes Municipal Water District (Manager - South)
 Tony Trembley, City of Camarillo (Director - South)
 Sandeep Karkal, Novato Sanitary District (Manager - North)

Please check one:

_____ Approve the slate of Directors
 _____ Do not approve the slate of Directors

Dues Resolution FY 2026 (See below Proposed Resolution No. 25-215)

Please check one:

_____ Approve the Dues Resolution
 _____ Do not approve the Dues Resolution

Please mark this Official Ballot for approval or disapproval and then insert the voting agency name and your name and sign your name and date below where indicated.

In order to be counted, this original completed, signed and dated Official Ballot **must be returned to CASA by 5:00 p.m. on Thursday, July 31, 2025.** Materially incomplete or illegible ballots will not be counted.

Date: _____

_____ Insert name of CASA Member Agency

_____ E-Signature of CASA Member Agency representative

_____ Insert name of representative

Electronic Submission is preferred. Please send ballot to Cheryl MacKelvie at cmackelvie@casaweb.org.

FAIRFIELD-SUISUN SEWER DISTRICT
RESOLUTION NO. 2025-25

A RESOLUTION APPROVING CASA BOARD OF DIRECTORS SLATE AND DUES

BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE FAIRFIELD-SUISUN SEWER DISTRICT THAT:

1. The District hereby approves the slate of candidates put forward by the California Association of Sanitation Agencies (CASA) to serve three-year terms on the CASA Board of Directors.
2. The District hereby approves the Dues Resolution for Fiscal Year 2025 put forward by CASA.
3. The General Manager, as the District's designated Agency Representative, shall cast a ballot on behalf of the District.
4. The General Manager is authorized and directed to take all steps necessary and proper to implement this resolution.

PASSED AND ADOPTED this 28th day of July 2025, by the following vote:

AYES: Directors _____
NOES: Directors _____
ABSTAIN: Directors _____
ABSENT: Directors _____

President

ATTEST: _____
District Clerk



Fairfield-Suisun Sewer District

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July 23, 2025

AGENDA REPORT

TO: Board of Directors

FROM: Kyle Broughton, Senior Engineer

SUBJECT: Lopes Road Lift Station Improvements - Award Agreement for Engineering Design Services

Recommendation: Authorize the General Manager to execute an agreement for Professional Services with Carollo Engineers for the design of Lopes Road Lift Station Improvements in an amount not-to-exceed \$297,700.

Background: The District updated its Wastewater Collection System Master Plan in 2020. The Master Plan identified capacity improvement needs at Lopes Road Lift Station (constructed in mid-1980s) to meet future peak flow projections. The capacity improvements include increasing pumping capacity and upsizing the pump station's electrical service to support such. In addition to capacity requirements, the pump station is approaching 40 years in age and has mechanical and electrical equipment replacement needs. The proposed improvements also include piping modifications and permanent bypass pump connections for operational resiliency.

Discussion: The District issued a competitive Request for Proposals for professional engineering services in June 2024 for Preliminary Design and Design Services. Carollo Engineers was selected as the most qualified firm, has satisfactorily completed the preliminary design effort, and is the most qualified firm to advance the final design effort and provide bid documents for the proposed improvements.

Fiscal Impact: The District budgeted \$600,000 in FY 2025-26 for the final design. Adequate funds are available for the final design effort in the approved budget.

Attachment: 1 – Agreement / Scope of Service and Fee Estimate
2 – Resolution No. 2025-26

CONTRACT FOR SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into as of _____, ("Effective Date") between the FAIRFIELD-SUISUN SEWER DISTRICT ("District") and Carollo Engineers, Inc. ("Contractor").

W I T N E S S E T H:

WHEREAS, the District desires to contract for Lopes Road Lift Station Improvements which for the purposes of this Agreement shall be called "PROJECT," and,

WHEREAS, Contractor is willing and qualified to provide the services desired;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth in this Agreement, the sufficiency of which is acknowledged, the parties agree as follows:

I. DUTIES OF CONTRACTOR

A. Contractor shall provide services required for the PROJECT as described in the Scope of Work, attached to and incorporated into this Agreement as Exhibit "A".

B. Contractor agrees that Contractor and all of Contractor's employees and subcontractors hold, have obtained, and shall continue to maintain during the course of this Agreement, all licenses or other statutorily mandated certifications requisite to the performance of the PROJECT as may be required in the State of California, if any. Failure of Contractor, its employees and subcontractors to obtain and/or maintain in good standing such licenses or certification shall constitute a breach of this Agreement and shall provide grounds for immediate termination thereof.

C. Contractor shall perform the PROJECT work in such a manner as to fully comply with customary standards of care, including but not limited to professional quality, technical accuracy, timely completion, and the coordination of designs, drawings, specifications, reports, and other services furnished, work undertaken, and/or labor, materials, tolls, equipment, transportation services and other items provided by Contractor to complete the PROJECT pursuant to this Agreement.

D. The District's approval of drawings, designs, specifications, reports, and incidental engineering work or other services or materials furnished by Contractor under this Agreement shall not relieve Contractor of responsibility for the technical adequacy of its work. Neither the District's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- E. Contractor shall not be relieved of any of the obligations or covenants contained in this Agreement until the tasks as set forth in Exhibit "A" have been completed. It is agreed between Contractor and the District that those provisions of this Agreement which by their nature continue beyond expiration or earlier termination of the Agreement, including but not limited to Sections VIII, X(F), and X(G), shall continue beyond such expiration or termination.
- F. As required under California Government Code Section 1096.7(c)(1), the Contractor's duties and services under this agreement shall not include preparing or assisting the District with any portion of the District's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the District. The District shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the District to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

II. DUTIES OF DISTRICT

The District, without cost to Contractor, will provide pertinent information reasonably available to it, which is necessary for performance by Contractor under this Agreement, including previous reports and data relative to the PROJECT. The District does not guarantee or ensure the accuracy of any reports, information, and/or data so provided. Contractor will use its professional judgment in the review and use of data so provided. However, Contractor will not be liable for any error or omission in any data furnished by the District and used by Contractor which could not reasonably be discovered by Contractor. To this extent Contractor is entitled to rely on data provided by the District.

III. COMPENSATION OF CONTRACTOR

A. Basis of Compensation: The District will pay Contractor for services provided under this Agreement on a time and material basis with a maximum fee not to exceed Two Hundred Ninety Seven Thousand Seven Hundred DOLLARS (\$297,700) in accordance with the Fee Schedule or Bid Schedule attached to and incorporated into this Agreement as Exhibit "B". When compensation is determined using hourly rates of Contractor's personnel and equipment assigned to the work, Contractor rates may be adjusted annually if proposed by Contractor and approved by the District. Such rate adjustments shall not exceed five percent (5%) annually.

B. Change in Scope of Work: Adjustment in compensation for changes in scope of work authorized in writing by the General Manager of the District shall be based

on the Fee Schedule, Bid Schedule, firm prices quotations, and/or rates set forth and attached as Exhibit "B." Changes in scope of work so authorized shall not exceed twenty percent of the total maximum fee. No payment shall be made for changes unless authorized in writing by the District.

- C. Monthly Payment to Contractor: Upon submission of an invoice by Contractor, and upon approval of the District's authorized representative, the District will pay Contractor monthly in arrears for fees and expenses incurred up to the maximum amount reflected in Exhibit "B". The District will issue payment within thirty (30) calendar days after receipt of an invoice from Contractor, provided that all invoices are accompanied by cost documentation determined to be sufficient by the District to allow the determination of the reasonableness and accuracy of the invoice. If a payment dispute arises between the parties, Contractor shall provide to the District full and complete access to Contractor's project labor cost records and other direct project related cost data, and copies thereof if requested by the District.
- D. Notification at 75% of Maximum Fee: Contractor shall notify the District when the costs incurred for the PROJECT work total approximately seventy-five percent (75%) of the maximum fee. With the notification, Contractor shall indicate whether the sum of the current costs incurred plus the estimated total cost to complete the task or tasks set forth in the Scope of Work, Exhibit "B," shall be greater or less than the maximum fee. Receipt by the District of said notification that the cost for completion of all tasks shall exceed the established maximum fee, will not constitute an approval or authorization to increase the established maximum fee or a waiver of any rights which the District may have under this Agreement.
- E. Cost of Rework: Contractor shall, at no cost to the District, prepare any necessary rework occasioned by Contractor's failure to provide services required for the PROJECT as described in Exhibit "A" in a satisfactory manner, due to any act or omission attributable to Contractor, or its agents, including subcontractors. Nothing in this subsection is intended to limit the liability of Contractor for damages which might arise from Contractor's negligence, willful misconduct, or breach of the covenants set forth in this Agreement.
- F. Markup Allowances: Markup allowances apply only to services provided on a time and materials basis. Contractor may markup Subcontractor and Sub-consultant costs by no more than 5%. Other Direct Costs (reproduction, delivery, mileage, travel expenses, other services) will be billed at cost. Any applicable markups for professional services overhead, including equipment and communication expenses, shall be included in labor hourly rates

IV. TERM OF AGREEMENT

- A. The term of this Agreement shall begin on the Effective Date and end on the date when the tasks set forth in Exhibit A have been completed or the Agreement is otherwise terminated in accordance with Article VI.
- B. Contractor agrees to immediately and diligently proceed with the Scope of Work and satisfactorily complete the PROJECT within the prescribed time as set forth in Exhibit A.

V. CONTRACTOR'S ASSIGNED PERSONNEL

Contractor designates Richard Gutierrez to act as Project Manager for the performance of the work and for all matters relating to performance under this Agreement.

Substitution of these assigned personnel will require the prior written approval of the District.

If the District determines that a proposed substitution is not acceptable, then, at the request of the District, Contractor shall substitute with a person acceptable to the District.

No subcontract shall be awarded, or an outside consultant engaged, by Contractor, unless Contractor has made written request to use such subcontractor or outside consultant and its request has been approved in writing by the District. No additional approval shall be required for subcontracting with or engagement of a subcontractor or outside consultant identified in Exhibit "A." The written approval of the District resulting in the use of or engagement of a subcontractor or outside consultant does not relieve Contractor of the obligations or covenants set forth in this Agreement.

VI. TERMINATION

- A. The District may terminate this Agreement at any time, with or without cause, upon 30 day's written notice to Contractor.
- B. The District may terminate this Agreement immediately upon notice of Contractor's malfeasance. If the District terminates this Agreement pursuant to this subsection, nothing set forth in this Agreement is intended to require the District to compensate Contractor for any services which may be claimed to have been provided or be in progress if the District reasonably concludes that further compensation is unwarranted.
- C. Upon receipt of a termination notice, or in the event that Contractor ceases performing services under this Agreement or otherwise abandons the PROJECT prior to completing all of the services described in the Scope of Work, Contractor shall: (1) promptly discontinue all services affected (unless the notice directs

otherwise), and (2) deliver or otherwise make available to the District all data, information, and materials as Contractor may have prepared or developed in performing this Agreement, whether completed or in process, including, but not limited to, drawings, specifications, reports, estimates, summaries, software, and electronic files of all deliverables.

D. Following termination, the District will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Agreement unless Contractor is in default of this Agreement.

E. Upon termination, Contractor's sole right and remedy shall be to receive payment for all amounts due and not previously paid to Contractor for services completed or in progress in accordance with the Agreement prior to the date of receipt of notice of termination and for services thereafter completed at the request of the District and any other reasonable cost incidental to such termination of services. Such payments available to Contractor under this subsection shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of the bargain.

VII. INDEMNITY

To the fullest extent allowed by law, Contractor agrees to indemnify, defend, and hold harmless the District and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability, including litigation costs and reasonable attorney's fees incurred, that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its employees or agents in the performance of services under this Agreement, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the District. This duty of Contractor includes the duty of defense and is subject to any limit provided for in Civil Code Section 2782.8(a) of the cost to defend charged to Contractor. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

Submission of insurance certificates or submission of other proof of compliance with the insurance requirements of this Agreement does not relieve Contractor from liability under this indemnification section. The obligations of this indemnification section shall apply whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages.

VIII. INSURANCE

Without limiting Contractor's obligation to indemnify the District, The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise out of or in connection with the performance of the work under this Agreement by Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, Workers' Compensation and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Agreement.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status.** The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
2. **Primary Coverage.** For any claims related to this Agreement, **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 12 19 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
3. **Umbrella or Excess Policy.** Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until Contractor's primary and excess liability policies are exhausted.
4. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity
5. **Waiver of Subrogation.** Contractor hereby grants to the District a waiver of any right to subrogation which any insurer of Contractor may acquire against the District by virtue of the payment of any loss under such insurance. **Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation**, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a

waiver of subrogation in favor of the District for all work performed by the Contractor, its employees, agents, and subcontractors.

6. **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the District. The District may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) that exceeds \$50,000 unless approved in writing by the District. Any and all SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. The District may deduct from any amounts otherwise due Contractor to fund the SIR. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR. The District reserves the right to obtain a copy of any policies and endorsements for verification.
7. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.
8. **Verification of Coverage.** Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this **clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. The District may withhold payment to Contractor until Contractor provides complete insurance certificates and endorsements satisfactory to the District.
9. **Subcontractors.** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that District is an additional insured on insurance required from subcontractors.

10. **Duration of Coverage.** CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

11. **Claims Made Policies (for Professional Liability).** If any of the required policies provide claims-made coverage:

- a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of work.

IX. DEFAULT

- A. If Contractor defaults in Contractor's performance, the District shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then the District may immediately terminate this Agreement at the District's sole discretion.
- B. If Contractor fails to cure default within the specified period of time, the District may elect to cure the default and any expense incurred shall be payable by Contractor to the District. The Agreement may be immediately terminated at the District's sole discretion.
- C. If this Agreement is terminated because of Contractor's default, the District shall be entitled to recover from Contractor all damages allowed by law.

X MISCELLANEOUS TERMS AND CONDITIONS

A.ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement to a third party without the prior written consent of the District.

B.INDEPENDENT CONTRACTOR

1. Contractor is an independent contractor and not an agent, officer or employee of the District. The parties mutually understand that this Agreement is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.
2. Contractor shall have no claim against the District for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.
3. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.
4. Contractor shall indemnify and hold the District harmless from any liability which the District may incur because of Contractor's failure to pay such obligations nor shall the District be responsible for any employer-related costs not otherwise agreed to in advance between the District and Contractor.
5. As an independent contractor, Contractor is not subject to the direction and control of the District except as to the final result contracted for under this Agreement. the District may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Agreement.
6. Contractor may provide services to others during the same period Contractor provides service to the District under this Agreement.
7. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.
8. As an independent contractor, Contractor shall indemnify and hold the District harmless from any claims that may be made against the District based on any contention by a third party that an employer-employee relationship exists under this Agreement.

9. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid under this Agreement.

C. PROPRIETARY MATERIAL

The District does not authorize the impermissible use of any patent or the impermissible reproduction of any copyrighted material by Contractor in the performance of this Agreement. Contractor is solely responsible for any such use.

D. WAIVER

Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, under this Agreement or any of its provisions.

E. NONDISCRIMINATION

1. In rendering services under this Agreement, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.
2. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

F. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS

The District shall be the owner of and shall be entitled to possession of all rights, title, royalties and interest to and in all work product of Contractor resulting from its performance under this Agreement, including, but not limited to, drawings, specifications, data, reports, estimates, software, summaries, electronic files of all deliverables, and any other such information and materials as may be prepared or developed by Contractor in performing work under this Agreement, whether complete or in progress and none shall be revealed, disseminated, or made available by Contractor to others without prior consent of the District. If this Agreement is terminated in accordance with Section VI, Contractor shall deliver such documents within two weeks of receipt of a termination notice.

It is understood that Contractor's work product is prepared for this specific Project. Any use of such work product by the District for a different project without Contractor's written approval shall be at the District's risk. Any use by

District of an incomplete work product without Contractor's written approval shall be at District's risk.

"Confidential Information" as used in this Agreement shall mean (a) information concerning the District's business, property or technology, is confidential in nature and not generally known to the public, and is disclosed by the District to Contractor in connection with the PROJECT; and (b) any information received from the District that may be made known to Contractor to treat as confidential or proprietary, including information designated as "Confidential" (or with some other similar legend) or identified as confidential at the time of disclosure or is of a nature that should be considered confidential based on the circumstances surrounding the disclosure.

Contractor shall not disclose any Confidential Information of the District to any third party (other than to its employees and representatives as provided for in this Agreement), and shall only use Confidential Information of the District in connection with the PROJECT. Contractor will treat all Confidential Information with the same degree of care as it accords its own confidential information, but in no case less than reasonable care. Contractor will disclose Confidential Information only to those of its employees and representatives who need to know such information and who are bound by confidentiality obligations that are similar to those which protect the Confidential Information.

Contractor's obligations under this section shall not apply to Confidential Information that is (a) in the public domain or known in the trade at or subsequent to the time communicated to Contractor by the District through no fault of Contractor; (b) rightfully in Contractor's possession free of any obligation of confidentiality at or subsequent to the time communicated to Contractor by the District; (c) received from a third party who rightfully disclosed it to Contractor without restriction on its subsequent disclosure; (d) developed by employees or agents of Contractor independently of and without reference to any Confidential Information communicated to Contractor by District or approved for release in writing by the District. In addition, any disclosure of any portion of Confidential Information either (i) in response to a valid order by a court or other governmental body, or (ii) otherwise required by law, shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that, to the extent legally permissible and reasonably possible, Contractor shall provide prompt prior written notice thereof to District to enable District (at its sole expense) to seek a protective order or otherwise prevent such disclosure.

This section will remain in full force and effect until such time the Confidential Information is no longer considered by the District to be confidential. Upon the District's written request, Recipient shall, at its sole election, return or destroy all Confidential Information received under this Agreement. Notwithstanding the foregoing, nothing shall require the alteration, modification, deletion or destruction of back-up tapes or other back-up media made in the ordinary course

of business, provided that said backup tapes or other back-up media shall be stored in a manner that prevents unauthorized access or use of Confidential Information.

G. EXAMINATION OF RECORDS

Contractor agrees that the District will have access to and the right to examine any directly pertinent books, documents, papers, and records of any and all transactions relating to this Agreement at any time after the inception of the Agreement upon reasonable notice.

H. SCOPE OF AGREEMENT

This writing constitutes the entire Agreement between the parties relative to Contractor's services on the PROJECT, and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement.

I. NOTICES

All notices from one party to the other shall be in writing and delivered or mailed to such party at its designated address as follows, or sent via facsimile transmission to such telephone number indicated as follows. Such notices shall be deemed to have been made: (1) when hand delivered; (2) as indicated by certified mail receipt; (3) five days after mailing by first class mail; or (4) as indicated on facsimile transmission receipt, if facsimile transmission is followed by prompt certified or first class mailing or hand delivery.

DISTRICT: Fairfield-Suisun Sewer District
 1010 Chadbourne Road
 Fairfield, CA 94534-9700
 Phone (707) 429-8930
 Fax (707) 429-1280

CONSULTANT: Carollo Engineers, Inc.
 2880 Gateway Oaks Drive, Suite 300
 Sacramento, CA 95833
 Phone (915) 565-4888
 Fax N/A

J. APPLICABLE LAWS

Contractor shall perform this Agreement in accordance with all applicable federal, state, and local laws and regulations. This Agreement shall be construed in accordance with California law. Venue concerning any dispute shall be in Solano County.

Contractor and any subcontractors shall comply with the provisions of Labor Code Sections 1770 et seq., if applicable.

K. EXECUTION IN COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

[Signature page follows]


IN WITNESS the parties have executed this Agreement on the day first above-written.

FAIRFIELD-SUISUN SEWER DISTRICT:

Signature

Jordan Damerel
General Manager/District Engineer

CAROLLO ENGINEERS, INC.:



Signature

Richard Gutierrez

Printed Name

Vice President

Title



Signature

Tim Loper

Printed Name

Vice President

Title

EXHIBIT A

Scope of Services

Carollo Engineers, Inc.

(ENGINEER)

Fairfield-Suisun Sewer District (FSSD)

(OWNER)

**Engineering Services for Lopes Road Lift Station Improvements Project Final Design
(Project)**

PURPOSE

This proposal includes professional engineering services for improvements to the Lopes Road Lift Station, owned and operated by the Fairfield-Suisun Sewer District (FSSD, DISTRICT, or OWNER).

The objectives of this project include:

1. Improvements consisting of electrical upgrades, equipment upgrades (including pumps and valves), and valve vault improvements to facilitate bypass pumping.
2. Develop a plan and schedule for construction including construction constraints.
3. Prepare 60% and 90% design review documents for proposed improvements.
4. Prepare Bid Documents for the proposed improvements.
5. Provide bid period services including responding to bidder questions, attending pre-bid meeting, issuance of addenda, and bid evaluation.

SCOPE OF SERVICES

TASK 1 – Project Management

1.1 – Project Administration

Project management services will include resource management, management of subconsultants, and preparation of monthly progress reports. CONSULTANT will prepare a project management plan that covers key activities. The plan will define the personnel, project schedule, scope of services, QA/QC control, field work safety, communication protocol, and other procedures required to effectively conduct the project. CONSULTANT will prepare and submit a written monthly invoice which will show the percentage of work completed and the percentage of contract billed, summarize the work completed during the month, and summarize the work to be completed during the following month. The Project Manager shall monitor and track the overall project scope, budget, and schedule, and update on a monthly basis. A log will be maintained throughout the project to record the decisions made by the

project team. The log will contain decisions made during workshops and project meetings as well as during telephone conversations or emails.

1.2 Project Progress Meetings

CONSULTANT shall conduct biweekly virtual Project Progress Meetings - These meetings will be used to provide project design updates, discuss and document design decisions, and review the project schedule and budget.

Meetings will include key project participants including the Project Manager, Project Engineer and DISTRICT Project Manager.

1.3 PG&E Service Application and Coordination

CONSULTANT's subconsultant, BEI, will prepare a PG&E online electrical service application for submission associated with the proposed improvements and coordinate with PG&E as needed for the new service.

Task 1 Assumptions:

- Based on a nine (9) month active project schedule.
- Subconsultant BEI shall be designated by the DISTRICT as the DISTRICT's point of contact with PG&E for the PG&E electrical service upgrade.

Task 1 Deliverables:

- Monthly Progress Reports and Invoice.
- Progress meeting notes.
- Meeting agenda, materials, and minutes.

TASK 2 – Final Design

The purpose of this task is to prepare final design drawings, specifications, contract requirements, and cost estimates for the Project. It is assumed that the Project will be bid as one construction contract that will include all necessary improvements to the Lopes Lift Station. A Preliminary List of Drawings for the project including all disciplines is provided as an Appendix to this proposed scope. Contract specifications will include: 1) Division 00 - Bidding Requirements, Contract Forms, General Conditions and Supplemental Conditions; 2) Division 01 - General Requirements; and 3) Divisions 02 through 50 - Technical Specifications.

CONSULTANT will conduct Quality Assurance/Quality Control measures to minimize conflicts within design disciplines and between design disciplines. Intermediate design checks will be conducted at the 60 percent and 90 percent completion stages. This program consists of discipline and inter-discipline checks as well as a determination that all OWNER and regulatory agency review comments have been addressed and that all applicable codes are being met.

In addition, the CONSULTANT will hold internal design team coordination meetings after each submittal. These workshops will provide high quality design documents through efficient detailed coordination between all disciplines and team members.

Task 2.1 – 60% Design Submittal

CONSULTANT shall prepare and submit a 60 percent complete set of plans and major project technical specifications at a draft level. Comments from the 30 percent submittal (Preliminary Design Report completed under prior contract) will be incorporated into the 60 percent submittal. Carollo will provide a spreadsheet with the response to the OWNER's 30 percent comments.

Task 2.2 – 60% Design Review Workshop

Following submittal to the OWNER and a two-week review period, a review workshop will be held, to be attended by the CONSULTANT's project manager, project engineer, discipline engineering leads, and other team members as deemed necessary. The purpose of this workshop is to present a summary of the deliverable, identify any decision points or specific feedback that is requested from the OWNER, discuss design issues, make design decisions, and receive comments. CONSULTANT will also hold an internal team and discipline coordination meeting to coordinate and review comments received from the OWNER.

Task 2.1 and 2.2 Assumptions

- 60% Deliverable will be submitted assuming one construction contract
- Specifications will be provided in CSI MF-17 format
- 60% design review workshop will be held in person or virtually as required

Task 2.1 and 2.2 Deliverables

- One PDF copy of the 60 percent plans, specifications, and cost estimate
- Responses to the 30 percent design comments
- Agendas and meeting materials for the 60% design review workshop
- Meeting Minutes from the 60% design review workshop

Task 2.3 – 90% Design Submittal

CONSULTANT shall prepare and submit a 90 percent complete set of plans and all necessary specifications and contract requirements. Comments from the 60 percent submittal will be incorporated into the 90 percent submittal. Carollo will provide a spreadsheet with the response to the OWNER's 60 percent comments.

Task 2.4 – 90% Design Review Workshop

Following submittal to the OWNER and a two-week review period, a review workshop will be held, to be attended by the CONSULTANT's project manager, project engineer, discipline engineering leads, and other team members as deemed necessary. The purpose of this workshop is to present a summary of the deliverable, identify any decision points or specific feedback that is requested from the OWNER, discuss design issues, make design decisions, and receive comments. CONSULTANT will also hold an internal team and discipline coordination meeting to coordinate and review comments received from the OWNER.

Task 2.3 and 2.4 Assumptions

- 90% Design Submittal documents are considered to be 100% complete other than OWNER final review comments
- 90% deliverable will be submitted assuming one construction contract
- 90% design review workshop will be conducted in person or virtually as required

Task 2.3 and 2.4 Deliverables

- One pdf copy of the 90 percent plans, specifications, cost estimate, and preliminary construction schedule
- Responses to the 60 percent design comments
- Agendas and meeting materials for the 90% design review workshop
- Meeting Minutes from the 90% design review workshop

Task 2.5 – Bid Set Submittal

Following the 90% design workshop, CONSULTANT shall incorporate OWNER's review comments on the 90% design submittal and prepare completed contract documents, ready for printing.

Task 2.5 Assumptions

- One set of construction documents will be prepared for the work included in this project as previously noted.

Task 2.5 Deliverables

- One pdf copy of the Bid Set plans, specifications, and final construction cost estimate

TASK 3 – Bid Period Services

Task 3.1 – Respond to Questions from Bidders

CONSULTANT will take the lead in responding to bidders' questions. CONSULTANT shall lead the review of the Contractor's requests for substitution in collaboration with OWNER. During the bid period, the CONSULTANT shall provide technical information to the OWNER as required for addenda preparation. OWNER will prepare and distribute any addenda.

Task 3.2 –Pre-Bid Meeting

CONSULTANT will lead the pre-bid meeting and provide materials and information for the presentation, leading the site walk, responding to questions as appropriate and preparing information materials for attendees. CONSULTANT shall prepare the meeting notes and document questions and answers during the pre-bid meeting.

Task 3.3 – Prepare Conformed Documents

The bid set of contract documents shall be updated by incorporating all addenda items issued during the bid period. No other changes to the contract documents shall be made. Within 15 working days after the bid opening date, all addenda shall be incorporated, and one complete set of conformed contract documents in PDF format shall be submitted to the OWNER. The set shall be in the exact form as intended to be sent to the printers for reproduction of the conformed sets.

Task 3 - Assumptions

- It is assumed that OWNER will prepare and distribute addenda. CONSULTANT will provide information needed for inclusion into the addenda.
- It is assumed that the bid period will have a duration of six (6) weeks
- It is assumed FSSD will advertise for bids and handle distribution and issuance of contract documents and addenda to prospective bidders

Task 3 - Deliverables

- Pre-bid Meeting Agenda
- Addenda in electronic PDF format
- Conformed contract documents – PDF files.
- Native MSWord and CAD files

Overall Project Assumptions

- DISTRICT will obtain any necessary permits. Any required CEQA documents will be prepared by others.
- Proposal assumes that power system studies will be performed by the Contractor (as specified in the technical electrical specifications). If the District prefers that the studies be performed by BEI then this will be proposed as part of a separate ESDC contract.
- Proposal assumes that any bypass pumping of the station during construction will be accomplished utilizing engine-driven temporary pumping equipment and that no design for a temporary electrically-powered temporary pumping system will be required. CONSULTANT will incorporate a feasible bypass approach for the pump station in the design.
- DISTRICT shall provide one compiled set of review comments to the review documents in PDF, Microsoft Word or Excel format for Carollo to include response comments.
- CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming wastewater quality and/or quantity, or over the way DISTRICT's facilities and/or associated processes are operated and/or maintained. Data projections and estimates are based on CONSULTANT's opinion based on experience and judgment. CONSULTANT cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by CONSULTANT and CONSULTANT will not be liable to and/or indemnify DISTRICT and/or any third party related to any inconsistencies between CONSULTANT's data projections and estimates and actual costs and/or quantities realized by DISTRICT and/or any third party in the future.

- The services to be performed by the CONSULTANT are intended solely for the benefit of the DISTRICT. No person or entity not a signatory to this Agreement, shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the CONSULTANT's services hereunder.
- The CONSULTANT shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the DISTRICT or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the CONSULTANT shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the CONSULTANT's subconsultants, that impact project completion and/or success.

EXHIBIT B - FEE SCHEDULE
Lopes Road Lift Station Improvements
Fairfield-Suisun Sewer District

Task Description	Carollo Labor											Subconsultants	ODC's		Total Subs and Other Direct Expenses ^(1,2)	Estimated Fee
	Principal in Charge Scott Parker	Project Manager Richard Gutierrez	Technical Advisor Mike Zappone	Project Engineer Tom Stroud	Structural Engineer Mike Dadik	Cost Estimating Jason Rozgony	Staff Engineer Assistant Professional	CAD Technician	Document Processing	Total Hours	Labor Cost	Beecher Engineering	PECE	Printing/ Travel		
Hourly Rates ⁽³⁾	\$364	\$353	\$364	\$282	\$353	\$350	\$226	\$179	\$157							
1.0 Project Management																
1.1 Project Administration	2	9	0	18	0	0	0	0	5	34	\$ 9,800	\$ 1,000	\$ 544	\$ -	\$ 1,600	\$ 11,400
1.2 Project Progress Meetings	6	9	0	18	0	0	0	0	5	38	\$ 11,200	\$ 1,000	\$ 608	\$ -	\$ 1,700	\$ 12,900
1.3 PG&E Service Application and Coordination	0	2	0	4	0	0	0	0	0	6	\$ 1,800	\$ 8,000	\$ 96	\$ -	\$ 8,900	\$ 10,700
Sub-Total Task 1	8	20	0	40	0	0	0	0	10	78	\$ 22,800	\$ 10,000	\$ 1,248	\$ -	\$ 12,200	\$ 35,000
2.0 Final Design																
2.1 60% Design Submittal	2	8	8	24	12	16	32	60	8	170	\$ 42,300	\$ 40,000	\$ 2,720	\$ -	\$ 46,700	\$ 89,000
2.2 60% Design Review Workshop	0	4	0	8	0	0	0	0	1	13	\$ 3,800	\$ 3,000	\$ 208	\$ 300	\$ 3,800	\$ 7,600
2.3 90% Design Submittal	2	8	12	32	16	16	40	70	12	208	\$ 51,600	\$ 40,000	\$ 3,328	\$ -	\$ 47,300	\$ 98,900
2.4 90% Design Review Workshop	0	4	0	8	0	0	0	0	1	13	\$ 3,800	\$ 3,000	\$ 208	\$ 300	\$ 3,800	\$ 7,600
2.5 Bid Set Submittal	1	4	2	16	8	8	16	32	8	95	\$ 23,200	\$ 9,000	\$ 1,520	\$ -	\$ 11,400	\$ 34,600
Sub-Total Task 2	5	28	22	88	36	40	88	162	30	499	\$ 124,700	\$ 95,000	\$ 7,984	\$ 600	\$ 113,000	\$ 237,700
3.0 Bid Period Services																
3.1 Respond to Questions from Bidders	0	6	0	14	0	0	12	8	0	40	\$ 10,200	\$ 2,000	\$ 640	\$ -	\$ 2,800	\$ 13,000
3.2 PreBid Meeting	0	1	0	8	0	0	0	0	0	9	\$ 2,600	\$ -	\$ 144	\$ 150	\$ 300	\$ 2,900
3.3 Prepare Conformed Documents	1	2	0	8	0	0	0	16	8	35	\$ 7,400	\$ 1,000	\$ 560	\$ -	\$ 1,700	\$ 9,100
Sub-Total Task 3	1	9	0	30	0	0	12	24	8	84	\$ 20,200	\$ 3,000	\$ 1,344	\$ 150	\$ 4,800	\$ 25,000
Total Basic Services, Tasks 1 - 3	14	57	22	158	36	40	100	186	48	661	\$ 167,700	\$ 108,000	\$ 10,576	\$ 750	\$ 130,000	\$ 297,700

(1) Mileage travelling to/from meetings at IRS Federal Rate and other direct expenses are at cost. Project Equipment and Communication Expense billed at \$16.00 per hour.
(2) Subconsultant costs include 10% markup
(3) Rates are based on 2025 billing rates and subject to annual revisions dur to labor adjustments.

Exhibit C - Lopes Road Lift Station Improvements - Preliminary Drawing List**SHEET NO. DRAWING NO. DRAWING TITLE**

1	G1	COVER SHEET, VICINITY MAPS, DRAWING INDEX
2	G2	GENERAL NOTES, LEGEND, AND SYMBOLS
3	G3	GENERAL ABBREVIATIONS
4	G4	ADDITIONAL NOTES
5	C1	SITE PLAN AND CONSTRUCTION ACCESS AND STAGING AREA
6	C2	DEMOLITION PLAN & DETAIL
7	C3	MODIFICATIONS SITE PLAN
8	C4	MODIFICATIONS DETAIL PLAN AND SECTIONS 1
9	C5	MODIFICATIONS DETAIL PLAN AND SECTIONS 2
10	D1	TYPICAL DETAILS 1
11	D2	VALVE AND EQUIPMENT SCHEDULE, DETAILS
12	E1	E001: Electrical Legend and General Notes
13	E2	E011: Electrical Site Plan – Demolition
14	E3	E012: Electrical Site Plan – Modifications
15	E4	E021: Single Line Diagram – Demolition
16	E5	E022: Single Line Diagram – Modifications
17	E6	E023: Electrical Equipment Elevations
18	E8	E024: Panelboard Schedule
19	E9	E031: Circuit Schedules
20	E10	E041: Control Schematics – 1
21	E11	E042: Control Schematics – 2
22	E12	E043: Control Schematics – 3
23	E13	E044: Control Schematics – 4
24	E14	E051: Electrical Details – 1
25	E15	E052: Electrical Details – 2
26	E16	E053: Electrical Details – 3
27	E17	E054: Electrical Details – 4
28	E18	E055: Electrical Details – 5
29	E19	E061: MCC Control Section Backpan Layout
30	E20	E062: MCC Control Section Power Distribution Diagram
31	E21	E071: PLC Input/Output Signal List
32	E22	E081: PLC Module Module 1 Connection Diagram (DI)
33	E23	E082: PLC Module Module 2 Connection Diagram (DI)
34	E24	E083: PLC Module Module 3 Connection Diagram (DO)
35	E25	E084: PLC Module Module 4 Connection Diagram (AI)
36	N1	N001: Instrumentation Legend and General Notes
37	N2	N010: P&ID – Lopes Road Lift Station

FAIRFIELD-SUISUN SEWER DISTRICT

RESOLUTION NO. 2025-26

**A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE
AN AGREEMENT FOR ENGINEERING DESIGN SERVICES FOR
LOPES ROAD LIFT STATION IMPROVEMENTS**

WHEREAS, the District is the lead agency on the Lopes Road Lift Station Improvements Project (Project), and the District's Board of Directors is the decision-making body for the Project; and

WHEREAS, the District's 2020 Collection System Master Plan identified capacity deficiencies at Lopes Road Lift Station and recommended capacity improvements to convey future peak wet weather flow projections; and

WHEREAS, Lopes Road Lift Station was constructed in the mid-1980s and has mechanical and electrical equipment replacement needs in addition to capacity improvements; and

WHEREAS, Carollo Engineers was selected as the most qualified firm for preliminary design services and final design services via a competitive Request for Proposals, has satisfactorily completed the preliminary design effort, and is the best firm to advance the final design effort; and

WHEREAS, District staff recommends that the Board of Directors award the engineering design contract to Carollo Engineers to complete the design and provide bid documents.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FAIRFIELD-SUISUN SEWER DISTRICT:

1. The foregoing Recitals are true and correct and made a part of this Resolution.
2. The General Manager is hereby authorized to execute a Consulting Services Contract with Carollo Engineers in the amount of \$297,700 for engineering design services for the Lopes Road Lift Station Improvements Project.
3. The General Manager is hereby authorized and directed to do all things necessary and proper to implement this resolution.

PASSED AND ADOPTED this 28th day of July 2025, by the following vote:

AYES: Directors _____

NOES: Directors _____

ABSTAIN: Directors _____

ABSENT: Directors _____

President

ATTEST:

District Clerk

FAIRFIELD-SUISUN SEWER DISTRICT**MINUTES**

1010 Chadbourne Road • Fairfield, California 94534 • (707) 429-8930 • www.FairfieldSuisunSewer.ca.gov

Board of Directors Meeting Minutes

Date: Monday, June 23, 2025

Meeting Place: 1010 Chadbourne Road, Fairfield, California

Meeting Time: 6:00 pm

1. The meeting was called to order at 6:00 p.m. by President Jenalee Dawson, who presided over the meeting.

Roll Call – The following Board members were present: Directors Carr, Dawson, Hernandez, Pal, Shepherd, Tonnesen, Washington and Williams. Directors Moy and Panduro were absent. No Board Alternates were present.

2. Pledge of Allegiance was led by Director Parise Shepherd.
3. Public Comments: No comments.
4. Director Comments: Director Alma Hernandez reported the CASA Education Foundation met mid-June to go over the scholarship applications to bring in new students to the industry and to be awarded at the 2025 Annual Conference in late July.
5. General Manager Report – General Manager Jordan Damerel mentioned Item 8a in the agenda was revised and updated on the District website. The District's NPDES permit Tentative Order is out for public review/comment after the Water Board pulled all permits up for adoption in March to ensure they conformed with a recent Supreme Court ruling (San Francisco v. Environmental Protection Agency). The hearing for the District's NPDES permit renewal will be in mid-August. Krystle Catamura's role as an Outreach Intern will be ending but she applied for and has been selected as an Engineering Intern.
6. Consent Calendar:
 - (a) Adopt Resolution No. 2025-19 Awarding Construction Contract for the Nitrogen Removal Phase 1 Project; and Adopt Resolution No. 2025-20 Authorizing the General Manager to Execute a Consulting Services Contract with Hazen and Sawyer in the amount of \$665,630 for Project Engineering Services
 - (b) Adopt Resolution No. 2025-21 Approving Consulting Services Agreement with Hildebrand Consulting, LLC for the 2025 Cost of Service and Rate Study in an Amount Not-to-Exceed \$56,000
 - (c) Adopt Resolution No. 2025-22 to Authorize Application for Defense Community Infrastructure Program Grant
 - (d) Adopt Resolution No. 2025-23 Updating the 2025 Board of Directors Meeting Schedule
 - (e) Approve Board minutes of April 28, 2025

No comments.

Upon motion by Director Hernandez, seconded by Director Shepherd, the Consent Calendar was passed by the following vote:

AYES: Carr, Dawson, Hernandez, Pal, Panduro, Shepherd, Washington, Williams
NOES: None
ABSTAIN: None
ABSENT: Moy, Panduro

7. Discussion Item:

- (a) Presentation on the District Master Planning Efforts – Master Planning and Financing

Engineering Manager Irene O’Sullivan, along with Senior Engineers Karl Ono and Kyle Broughton, provided an overview of long-term infrastructure planning and upcoming master plans. Karl Ono presented the Collection System Master Plan; Kyle Broughton presented the Wastewater Treatment Plant Master Plan. Director of Administrative Services James Russell-Field and Craig Hill, from NHA Advisors, discussed funding strategy and financing considerations for capital projects.

8. Action Items:

- (a) Adopt Resolution No. 2025-24 Approving Second Amendment to the Lease Agreement between the District and Lystek International Corporation

General Manager Jordan Damerel discussed key elements to the Second Amendment to the Lease Agreement with Lystek.

Upon motion by Director Carr, seconded by Director Washington, Action Item No. 8a was passed by the following vote:

AYES: Carr, Dawson, Hernandez, Pal, Panduro, Shepherd, Washington, Williams
NOES: None
ABSTAIN: None
ABSENT: Moy, Panduro

9. Information Item:

- (a) Board Calendar

No comments.

The meeting adjourned at 7:18 pm.

Respectfully submitted,

President

ATTEST:

District Clerk



FAIRFIELD-SUISUN SEWER DISTRICT

1010 Chadbourne Road • Fairfield, California 94534 • (707) 429-8930 • www.FairfieldSuisunSewer.ca.gov

July 23, 2025

AGENDA REPORT

TO: Board of Directors

FROM: Karl Ono, Senior Engineer

SUBJECT: Award Professional Services Contract for Collection System Master Plan

Recommendation: Authorize the General Manager to Execute an Agreement with Woodard & Curran, Inc. to provide engineering services for the Collection System Master Plan in an amount not to exceed \$1,172,865.

Background: The District last updated its Collection System Master Plan (CSMP) in 2020. The study evaluated the hydraulic performance of the District's collection system assets (pump stations and gravity mains 12-inches and larger in diameter) under current and future (beyond 2035) buildout conditions. "Buildout" was based on a 2016 update to the Land Use Element of Fairfield's General Plan, the 2015 Suisun City General Plan, various Specific Plans, and guidance from City of Fairfield and City of Suisun City planning staff in 2018. Flow monitoring was conducted to evaluate peak flows during wet-weather conditions. The study found that the collection system had adequate dry-weather capacity to handle anticipated growth conditions, but identified four collection system upgrade projects, estimated at a total cost of \$12 million, that would be required to convey anticipated future peak weather flows. Although the study was limited primarily to collection system assets owned and maintained by the District, the hydraulic model also identified capacity deficiencies along two existing City of Fairfield owned sewers adjacent to District sewers.

Since completion of the 2020 CSMP, The District has completed construction of one of the recommended collection system upgrade projects and initiated design for two others. The fourth project is not anticipated to be needed until approximately 2035, and is included in the District's 10-year Capital Improvement Budget. However, the City of Fairfield adopted its "Fairfield Forward 2050" General Plan in late 2024 and the City of Suisun City adopted updates to its General Plan Housing Element in 2023. These updated planning documents indicate increased growth projections compared to the assumptions used in the 2020 CSMP, and additional collection system capacity upgrades may be required to support the increased growth.

In 2022, the District, in partnership with the Cities of Fairfield and Suisun City, completed a Collection System Asset Management Plan (CSAMP). This plan utilized condition assessment data to evaluate long-term rehabilitation and replacement (R&R) needs for collection system assets owned by all three agencies. As a result of the study, the 1965 Agreement between the District and Cities was amended to establish Collection System R&R reserve funds for each agency to be used exclusively for collection system R&R projects. The 1965 Agreement Amendment also requires that the Cities and District perform routine condition assessment of the collection system assets and provide updated inspection data of the entire collection system to the District by September 30, 2025. The District is then responsible for updating the CSAMP to recalculate collection system R&R funding needs and to adjust sewer rates as needed to support proper maintenance, rehabilitation, replacement and reserve fund balance by September 30, 2026.

With the timing of updates to the Cities' growth projections and similarity in the types of projects that would be identified by an updated CSMP and CSAMP, there is an opportunity to combine elements of both studies into a single planning effort and utilize the results to develop a coordinated collection system Capital Improvement Plan. Furthermore, staff from both Cities have expressed interest in having City-owned sewers added to the hydraulic model that was used to develop the District's 2020 CSMP, so that any capacity deficiencies of City-owned sewers can be identified and incorporated into each City's Capital Improvement Program.

District staff prepared a Request for Proposals for a combined CSMP/CSAMP study and distributed to seven consultants in May 2025. Two consultant teams submitted proposals by the deadline of June 17, 2025. Interviews were conducted with both teams on June 25, 2025 with District, Fairfield, and Suisun City staff participating on the selection committee. After evaluating firm qualifications, proposed personnel, approach to the project, and proposed cost and schedule, the committee selected Woodard & Curran, Inc., as the most qualified firm to perform the requested services.

Woodard & Curran prepared the 2020 CSMP update, and their proposed team includes staff from Carollo Engineers, Inc., who completed the District's CSAMP in 2022.

Discussion: The general scope of work for the CSMP includes the following elements:

- Updates and additions to the hydraulic model, including adding each City's sewers to the District's existing hydraulic model, and flow monitoring to validate model results
- Updating flows and growth projections
- Defining performance criteria for each agency's system
- Hydraulic capacity analysis
- Updates and additions to the asset management model
- Identify and develop capacity and R&R solutions

- Develop Capital Improvement Plan
- Update Funding Model

A detailed Scope of Work is included as part of the attached Agreement (Attachment 2).

Staff anticipates several benefits associated with completing both the hydraulic and condition-assessment based modeling as part of a combined study in partnership with the Cities; including cost and schedule efficiencies compared to conducting separate studies, development of a unified Capital Improvement Plan between the three agencies, and an enhanced ability to partner on individual projects from planning through construction.

Additionally, the combined study will allow more advanced analyses, for example, cost/benefit comparisons of completing basin-wide R&R projects to reduce inflow and infiltration (I/I) upstream of identified capacity deficiencies (potentially reducing or eliminating the need for capacity and treatment plant improvements), and development of a consistent set of design (sizing) standards between agencies based on observed system performance.

Fiscal Impact: The project is included in the District's FY 2025/26 and 2026/27 Capital Improvement Budget, with a total budgeted amount of \$600,000. Of the requested authorization amount of \$1,172,865, approximately \$205,000 is to be funded by the City of Fairfield and approximately \$150,000 is to be funded by the City of Suisun City. The requested authorization amount also includes two optional tasks, totaling \$140,440, to provide additional flow monitoring and field-surveying services on an as-needed basis. These optional costs are not included in the attached Contract for Services (Attachment 2), but may be authorized by amendment at a later date. If the optional tasks are authorized, funding would be provided by the agency benefitting from the additional services.

City staff have indicated a desire to participate and a willingness to allocate the required funding to cover their respective costs. Adequate funds are available in the District's Capacity Charge Reserve to cover the requested authorization amount. A reimbursement agreement for City-funded costs and budget adjustment for District-funded costs exceeding the current budgeted amount will be brought to the Board for authorization at a future meeting. If the reimbursement agreement is not approved, the District will remove City-funded elements from the project's scope.

Attachments: 1 – Resolution No. 2025-27 – A Resolution Authorizing the General Manager to Execute an Agreement for Professional Engineering Services for the Collection System Master Plan
2 – Agreement for Professional Engineering Services for the Collection System Master Plan

FAIRFIELD-SUISUN SEWER DISTRICT

RESOLUTION NO. 2025-27

A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR THE COLLECTION SYSTEM MASTER PLAN

WHEREAS, the District wishes to update its Collection System Master Plan (CSMP) to account for changes in growth assumptions associated with updated City General Plans and update its Collection System Asset Management Plan (CSAMP) to account for updated asset condition data obtained over the past five years; and

WHEREAS, the Cities of Fairfield and Suisun City wish to join their sewer assets into the District’s CSMP and CSAMP models and plan as a single, coordinated collection system; and

WHEREAS, District staff issued a competitive Request for Proposals in May 2025 to solicit consulting services to combine elements of the District’s CSMP and CSAMP into an updated CSMP; and

WHEREAS, Woodard & Curran, Inc. was selected as the most qualified firm to perform the requested services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FAIRFIELD-SUISUN SEWER DISTRICT:

- 1. The foregoing Recitals are true and correct and made a part of this Resolution.
- 2. The General Manager is hereby authorized to execute a Consulting Services Contract with Woodard & Curran, Inc. in an amount not to exceed \$1,172,865 for master planning and engineering services for the Collection System Master Plan Project.
- 3. The General Manager is hereby authorized and directed to do all things necessary and proper to implement this resolution.

PASSED AND ADOPTED this 28th day of July 2025, by the following vote:

AYES: Directors _____

NOES: Directors _____

ABSTAIN: Directors _____

ABSENT: Directors _____

President

ATTEST:

District Clerk

CONTRACT FOR SERVICES

THIS AGREEMENT FOR TECHNICAL SERVICES ("Agreement") is entered into as of _____, ("Effective Date") between the FAIRFIELD-SUISUN SEWER DISTRICT ("District") and Woodard & Curran, Inc. ("Contractor").

W I T N E S S E T H:

WHEREAS, the District desires to contract for a Collection System Master Plan which for the purposes of this Agreement shall be called "PROJECT," and,

WHEREAS, Contractor is willing and qualified to provide the services desired;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth in this Agreement, the sufficiency of which is acknowledged, the parties agree as follows:

I. DUTIES OF CONTRACTOR

- A. Contractor shall provide services required for the PROJECT as described in the Scope of Work, attached to and incorporated into this Agreement as Exhibit "A," which is incorporated into this Agreement by reference.
- B. Contractor agrees that Contractor and all of Contractor's employees and subcontractors hold, have obtained, and shall continue to maintain during the course of this Agreement, all licenses or other statutorily mandated certifications requisite to the performance of the work set forth in the Scope of Work, Exhibit "A," as may be required in the State of California, if any. Failure of Contractor, its employees and subcontractors to obtain and/or maintain in good standing such licenses or certification shall constitute a breach of this Agreement and shall provide grounds for immediate termination thereof.
- C. Contractor shall perform the PROJECT work in such a manner as to fully comply with customary standards of care, including but not limited to professional quality, technical accuracy, timely completion, and the coordination of designs, drawings, specifications, reports, and other services furnished, work undertaken, and/or labor, materials, tolls, equipment, transportation services and other items provided by Contractor to complete the PROJECT pursuant to this Agreement.
- D. The District's approval of drawings, designs, specifications, reports, and incidental engineering work or other services or materials furnished by Contractor under this Agreement shall not relieve Contractor of responsibility for the technical adequacy of its work. Neither the District's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

E. Contractor shall not be relieved of any of the obligations or covenants contained in this Agreement until the tasks as set forth in Exhibit "A" have been completed. It is agreed between Contractor and the District that those provisions of this Agreement which by their nature continue beyond termination of the Agreement, including but not limited to Sections VIII, IX, XI(F), and XI(G), shall continue beyond such termination.

II. DUTIES OF DISTRICT

The District, without cost to Contractor, will provide pertinent information reasonably available to it, which is necessary for performance by Contractor under this Agreement, including previous reports and data relative to the PROJECT. The District does not guarantee or ensure the accuracy of any reports, information, and/or data so provided. Contractor will use its professional judgment in the review and use of data so provided. However, Contractor will not be liable for any error or omission in any data furnished by the District and used by Contractor which could not reasonably be discovered by Contractor. To this extent Contractor is entitled to rely on data provided by the District.

III. COMPENSATION OF CONTRACTOR

A. Basis of Compensation: The District will pay Contractor for services provided under this Agreement on a time and material basis with a maximum fee not to exceed One Million Thirty Two Thousand Four Hundred Twenty Five DOLLARS (\$1,032,425.00) in accordance with the Fee Schedule or Bid Schedule attached to and incorporated into this Agreement as Exhibit "B". When compensation is determined using hourly rates of Contractor's personnel and equipment assigned to the work, Contractor rates may be adjusted annually if proposed by Contractor and approved by the District. Such rate adjustments shall not exceed five percent (5%) annually.

B. Change in Scope of Work: Adjustment in compensation for changes in scope of work authorized in writing by the General Manager of the District shall be based on the Fee Schedule, Bid Schedule, firm prices quotations, and/or rates set forth and attached as Exhibit "B." Changes in scope of work so authorized shall not exceed twenty percent of the total maximum fee. No payment shall be made for changes unless authorized in writing by the District.

C. Monthly Payment to Contractor: Upon submission of an invoice by Contractor, and upon approval of the District's authorized representative, the District will pay Contractor monthly in arrears for fees and expenses incurred up to the maximum amount reflected in Exhibit "B". The District will issue payment within thirty (30) calendar days after receipt of an invoice from Contractor, provided that all invoices are accompanied by cost documentation determined to be sufficient by the District to allow the determination of the reasonableness and accuracy of the invoice. If a payment dispute arises between the parties, Contractor shall provide to the District full and complete access to Contractor's project labor cost

records and other direct project related cost data, and copies thereof if requested by the District.

D. Notification at 75% of Maximum Fee: Contractor shall notify the District when the costs incurred for the PROJECT work total approximately seventy-five percent (75%) of the maximum fee. With the notification, Contractor shall indicate whether the sum of the current costs incurred plus the estimated total cost to complete the task or tasks set forth in the Scope of Work, Exhibit "A," shall be greater or less than the maximum fee. Receipt by the District of said notification that the cost for completion of all tasks shall exceed the established maximum fee, will not constitute an approval or authorization to increase the established maximum fee or a waiver of any rights which the District may have under this Agreement.

E. Cost of Rework: Contractor shall, at no cost to the District, prepare any necessary rework occasioned by Contractor's failure to provide services required for the PROJECT as described in Exhibit "A" in a satisfactory manner, due to any act or omission attributable to Contractor, or its agents, including subcontractors. Nothing in this paragraph is intended to limit the liability of Contractor for damages which might arise from Contractor's negligence, willful misconduct, or breach of the covenants set forth in this Agreement.

F. Markup Allowances: Markup allowances apply only to services provided on a time and materials basis. Contractor may markup Subcontractor and Sub-consultant costs by no more than 5%. Other Direct Costs (reproduction, delivery, mileage, travel expenses, other services) will be billed at cost. Any applicable markups for professional services overhead, including equipment and communication expenses, shall be included in labor hourly rates

IV. TERM OF AGREEMENT

A. The term of this Agreement shall begin on the Effective Date and end on the date when the tasks set forth in Exhibit A have been completed or the agreement is otherwise terminated in accordance with Article VII.

B. Contractor agrees to immediately and diligently proceed with the Scope of Work and satisfactorily complete the PROJECT within the prescribed time as set forth in Exhibit A.

V. CONTRACTOR'S ASSIGNED PERSONNEL

Contractor designates Chris Van Lienden, P.E. to act as Project Manager for the performance of the work and for all matters relating to performance under this Agreement.

Substitution of these assigned personnel will require the prior written approval of the District.

If the District determines that a proposed substitution is not acceptable, then, at the request of the District, Contractor shall substitute with a person acceptable to the District.

No subcontract shall be awarded, or an outside consultant engaged, by Contractor, unless Contractor has made written request to use such subcontractor or outside consultant and its request has been approved in writing by the District. No additional approval shall be required for subcontracting with or engagement of an outside consultant identified in Exhibit "A." The written approval of the District resulting in the use of or engagement of a subcontractor or outside consultant does not relieve Contractor of the obligations or covenants set forth in this Agreement.

VI. TERMINATION

A. The District may terminate this Agreement at any time, with or without cause, upon 30 day's written notice to Contractor.

B. The District may terminate this Agreement immediately upon notice of Contractor's malfeasance. If the District terminates this Agreement pursuant to this subsection, nothing set forth in this Agreement is intended to require the District to compensate Contractor for any services which may be claimed to have been provided or be in progress, if the District reasonably concludes that further compensation is unwarranted.

C. Upon receipt of a termination notice, or in the event that Contractor ceases performing services under this Agreement or otherwise abandons the PROJECT prior to completing all of the services described in the Scope of Work, Contractor shall: (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the District all data, information, and materials as Contractor may have prepared or developed in performing this Agreement, whether completed or in process, including, but not limited to, drawings, specifications, reports, estimates, summaries, software, and electronic files of all deliverables.

D. Following termination, the District will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Agreement unless Contractor is in default of this Agreement.

E. Upon termination, Contractor's sole right and remedy shall be to receive payment for all amounts due and not previously paid to Contractor for services completed or in progress in accordance with the Agreement prior to the date of receipt of notice of termination and for services thereafter completed at the request of the District and any other reasonable cost incidental to such termination of services.

Such payments available to Contractor under this paragraph shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of the bargain.

VII. INDEMNITY

To the fullest extent allowed by law, Contractor agrees to indemnify, defend, and hold harmless the District and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability, including litigation costs and reasonable attorney's fees incurred, that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its employees or agents in the performance of services under this Agreement, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the District. This duty of Contractor includes the duty of defense and is subject to any limit provided for in Civil Code Section 2782.8(a) of the cost to defend charged to Contractor. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

Submission of insurance certificates or submission of other proof of compliance with the insurance requirements of this Agreement does not relieve Contractor from liability under this indemnification section. The obligations of this indemnification section shall apply whether or not such insurance policies have been determined to be applicable to any of such damages or claims for damages.

VIII. INSURANCE

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise out of or in connection with the performance of the work under this Agreement by Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, Workers' Compensation and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status.** The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
2. **Primary Coverage.** For any claims related to this Agreement, **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
3. **Umbrella or Excess Policy.** Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or

Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until Contractor’s primary and excess liability policies are exhausted.

4. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with **30-day cancellation notice** to the District.
5. **Waiver of Subrogation.** Contractor hereby grants to the District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.
6. **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the District. The District may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) that exceeds \$50,000 unless approved in writing by the District. Any and all SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. The District may deduct from any amounts otherwise due Contractor to fund the SIR. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR. The District reserves the right to obtain a copy of any policies and endorsements for verification.
7. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the District.
8. **Verification of Coverage.** Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this **clause and a copy of the**

Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. The District may withhold payment to Contractor until Contractor provides complete insurance certificates and endorsements satisfactory to the District.

9. **Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that District is an additional insured on insurance required from subcontractors.
10. **Duration of Coverage.** CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
11. **Claims Made Policies (for Professional Liability).** If any of the required policies provide claims-made coverage:
 - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of work.

IX. DEFAULT

- A. If Contractor defaults in Contractor's performance, the District shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification,

then the District may immediately terminate this Agreement at the District's sole discretion.

B. If Contractor fails to cure default within the specified period of time, the District may elect to cure the default and any expense incurred shall be payable by Contractor to the District. The Agreement may be immediately terminated at the District's sole discretion.

C. If this Agreement is terminated because of Contractor's default, the District shall be entitled to recover from Contractor all damages allowed by law.

X MISCELLANEOUS TERMS AND CONDITIONS

A. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement to a third party without the prior written consent of the District.

B. INDEPENDENT CONTRACTOR

1. Contractor is an independent contractor and not an agent, officer or employee of the District. The parties mutually understand that this Agreement is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.
2. Contractor shall have no claim against the District for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.
3. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.
4. Contractor shall indemnify and hold the District harmless from any liability which the District may incur because of Contractor's failure to pay such obligations nor shall the District be responsible for any employer-related costs not otherwise agreed to in advance between the District and Contractor.
5. As an independent contractor, Contractor is not subject to the direction and control of the District except as to the final result contracted for under this Agreement. the District may not require Contractor to change Contractor's

manner of doing business, but may require redirection of efforts to fulfill this Agreement.

6. Contractor may provide services to others during the same period Contractor provides service to the District under this Agreement.
7. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.
8. As an independent contractor, Contractor shall indemnify and hold the District harmless from any claims that may be made against the District based on any contention by a third party that an employer-employee relationship exists under this Agreement.
9. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid under this Agreement.

C. PROPRIETARY MATERIAL

The District does not authorize the impermissible use of any patent or the impermissible reproduction of any copyrighted material by Contractor in the performance of this Agreement. Contractor is solely responsible for any such use.

D. WAIVER

Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, under this Agreement or any of its provisions.

E. NONDISCRIMINATION

1. In rendering services under this Agreement, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.
2. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

F. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS

The District shall be the owner of and shall be entitled to possession of all rights, title, royalties and interest to and in all work product of Contractor resulting from its performance under this Agreement, including, but not limited to, drawings, specifications, data, reports, estimates, software, summaries, electronic files of all deliverables, and any other such information and materials as may be prepared or developed by Contractor in performing work under this Agreement, whether complete or in progress and none shall be revealed, disseminated, or made available by Contractor to others without prior consent of the District. If this Agreement is terminated in accordance with Section VII, Contractor shall deliver such documents within two weeks of receipt of a termination notice.

It is understood that Contractor's work product is prepared for this specific Project. Any use of such work product by the District for a different project without Contractor's written approval shall be at the District's risk. Any use by District of an incomplete work product without Contractor's written approval shall be at District's risk.

"Confidential Information" as used in this Agreement shall mean (a) information concerning the District's business, property or technology, is confidential in nature and not generally known to the public, and is disclosed by the District to Contractor in connection with the PROJECT; and (b) any information received from the District that may be made known to Contractor to treat as confidential or proprietary, including information designated as "Confidential" (or with some other similar legend) or identified as confidential at the time of disclosure or is of a nature that should be considered confidential based on the circumstances surrounding the disclosure.

Contractor shall not disclose any Confidential Information of the District to any third party (other than to its employees and representatives as provided for in this Agreement), and shall only use Confidential Information of the District in connection with the PROJECT. Contractor will treat all Confidential Information with the same degree of care as it accords its own confidential information, but in no case less than reasonable care. Contractor will disclose Confidential Information only to those of its employees and representatives who need to know such information and who are bound by confidentiality obligations that are similar to those which protect the Confidential Information.

Contractor's obligations under this section shall not apply to Confidential Information that is (a) in the public domain or known in the trade at or subsequent to the time communicated to Contractor by the District through no fault of Contractor; (b) rightfully in Contractor's possession free of any obligation of confidentiality at or subsequent to the time communicated to Contractor by the District; (c) received from a third party who rightfully disclosed it to Contractor without restriction on its subsequent disclosure; (d) developed by employees or agents of Contractor independently of and without reference to any Confidential Information communicated to Contractor by District or approved for release in

writing by the District. In addition, any disclosure of any portion of Confidential Information either (i) in response to a valid order by a court or other governmental body, or (ii) otherwise required by law, shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that, to the extent legally permissible and reasonably possible, Contractor shall provide prompt prior written notice thereof to District to enable District (at its sole expense) to seek a protective order or otherwise prevent such disclosure.

This section will remain in full force and effect until such time the Confidential Information is no longer considered by the District to be confidential. Upon the District's written request, Recipient shall, at its sole election, return or destroy all Confidential Information received under this Agreement. Notwithstanding the foregoing, nothing shall require the alteration, modification, deletion or destruction of back-up tapes or other back-up media made in the ordinary course of business, provided that said backup tapes or other back-up media shall be stored in a manner that prevents unauthorized access or use of Confidential Information.

G. EXAMINATION OF RECORDS

Contractor agrees that the District will have access to and the right to examine any directly pertinent books, documents, papers, and records of any and all transactions relating to this Agreement at any time after the inception of the Agreement upon reasonable notice.

H. SCOPE OF AGREEMENT

This writing constitutes the entire Agreement between the parties relative to Contractor's services on the PROJECT, and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement.

I. NOTICES

All notices from one party to the other shall be in writing and delivered or mailed to such party at its designated address as follows, or sent via facsimile transmission to such telephone number indicated as follows. Such notices shall be deemed to have been made: (1) when hand delivered; (2) as indicated by certified mail receipt; (3) five days after mailing by first class mail; or (4) as indicated on facsimile transmission receipt, if facsimile transmission is followed by prompt certified or first class mailing or hand delivery.

DISTRICT: Fairfield-Suisun Sewer District
 1010 Chadbourne Road
 Fairfield, CA 94534-9700
 Phone (707) 429-8930

Fax (707) 429-1280

CONTRACTOR: Woodard & Curran, Inc.
2175 North California Blvd., Suite 810
Walnut Creek, CA 94596
Phone (925) 627-4100

J. APPLICABLE LAWS

Contractor shall perform this Agreement in accordance with all applicable federal, state, and local laws and regulations. This Agreement shall be construed in accordance with California law. Venue concerning any dispute shall be in Solano County.

Contractor and any subcontractors shall comply with the provisions of Labor Code Sections 1770 et seq., if applicable.

K. EXECUTION IN COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

[Signature page follows]

IN WITNESS the parties have executed this Agreement on the day first above-written.

FAIRFIELD-SUISUN SEWER DISTRICT:

Signature

Title

WOODARD & CURRAN, INC.:

David L. Richardson

Signature

Vice President

Title

Exhibit A

Collection System Master Plan Update

Scope of Services

The scope of services presented below details Woodard & Curran's proposed work plan to update the Fairfield-Suisun Sewer District (District/FSSD) Collection System Master Plan. All deliverables, including meeting agenda, presentations, and minutes, Technical Memoranda (TMs), reports, and data will be submitted electronically. All meetings and workshops will be conducted virtually via MS Teams unless indicated otherwise in this Scope of Services.

Woodard & Curran, as the prime consultant, will provide overall project management and lead the tasks related to hydraulic modeling and capacity assessment, preparation of the Master Plan report, and development of the "model viewer" application. Carollo, as subconsultant to Woodard & Curran, will lead the update of the InfoAsset Planner (IAP) model, development of rehabilitation and replacement (R&R) solutions, and update of the District's funding model. Woodard & Curran and Carollo will both be involved in developing the capital improvement plans. Woodard & Curran and Carollo are referred to as the "project team" in this scope of services.

Task 1 – Project Management

This task includes meetings and coordination with the District, the Cities of Fairfield and Suisun City (Cities), and the project team, as well as contract and subcontract administration, budget and schedule tracking, progress reporting, and implementation of Woodard & Curran's quality assurance/quality control (QA/QC) program.

Subtask 1.1 – Project Administration

Woodard & Curran will use the Integrated Schedule and Budget Management (ISBM) approach to monitor project budget and schedule throughout the project. This subtask also includes subcontract administration, preparation of invoices, and preparation of monthly progress reports to document the work completed during the previous month, anticipated work for the coming month, and any project issues and decisions made.

Subtask 1.2 – Progress Meetings and Communication

The project team will participate in an in-person project kickoff meeting and monthly teleconference progress meetings during the project. The meetings will be attended by Woodard & Curran's project manager and project team members as needed. Additional, informal teleconference check-ins may be held if needed. In addition to progress meetings, there will be project workshop meetings and training, which are included in their respective tasks below. Woodard & Curran will prepare agenda and minutes for the kick-off meeting and progress meetings; action items and decisions will be documented in meeting minutes.

Subtask 1.3 – Quality Assurance/Quality Control

Woodard & Curran will hold an internal Senior Technical Approach Review (STAR) workshop at the start of the project. The STAR Workshop brings together the project team, Woodard & Curran technical review leads, and other technical experts to review the project scope, schedule and technical challenges to ensure that all project objectives will be met. Deliverables review and checking are included under respective tasks.

Task 1 Deliverables:

- *Monthly invoices and progress reports*
- *Project schedule updates*
- *Meeting agenda and minutes*

Task 1 Assumptions:

- *18-month project duration*

Task 2 – Data Collection and Review

This task includes the collection and review of information regarding the existing wastewater collection system.

Subtask 2.1 – Existing Information

Woodard & Curran will prepare a data request list of additional or updated data and information that may be relevant to the study effort. The information may include additional data, facility information and other required information including but not limited to:

- Current geographic information system (GIS) base mapping, including parcels, streets, and other relevant layers
- Digital mapping related to the Cities' existing land uses, general plan or other specific planning areas, as available
- Record drawings of any sewer facilities for which up-to-date data is not included in the current GIS
- Pump station data, record drawings and operating information
- Cities' planning documents, including General Plan, Housing Element, and information on development projects currently in the planning/permitting process ("projects in the pipeline")
- Water consumption data by parcel (e.g., monthly water use for winter months for past 2 to 3 years), as available
- Current and historical permanent (and any available recent temporary) flow meter data
- Historical rainfall records
- Operations and maintenance records and information on known sewer "hot spots"
- CCTV inspection data
- Rehabilitation project plans
- Historical cost data/bid tabulations from District and city sewer projects
- District's and Cities' design and construction standards
- Current Sewer System Management Plans
- Current 5-year Capital Improvement Plans

In addition, Woodard & Curran will incorporate interview information with District and Cities' engineering and operations staff to supplement the information available in documents, maps, and files. An optional task has been included to perform survey, if needed (See Subtask 14.2)

Task 2 Deliverables:

- *Data request list*
- *Manhole survey data (if surveys are authorized under Subtask 14.2)*

Task 2 Assumptions:

- *Majority of data for the collection system sewers and manholes are available through the GIS and previous models*

Task 3 – Flow Monitoring

This task will involve conducting a system-wide temporary flow monitoring program to collect data to quantify dry and wet weather flows. The data will also be used in Task 5 to calibrate the hydraulic model.

Subtask 3.1 – Prepare Flow Monitoring Plan

Woodard & Curran will prepare a flow monitoring plan to describe the strategy for the flow monitoring program and identify recommended sites for meter and rain gauge placement. In preparing the plan, Woodard & Curran will solicit District and City staff input into the proposed meter locations. Fifteen (15) meters were installed for the 2018 program, which effectively captured flow from the major sewer basins. This task assumes 15 meters for this Master Plan Update. The plan will be submitted to the District for review and approval.

Subtask 3.2 – Conduct Flow Monitoring Program

After District's approval of the plan, Woodard & Curran's flow monitoring subcontractor, V&A Engineers (V&A), will install, calibrate and maintain the flow meters for up to three months (12 weeks) during the 2025/26 wet weather season (likely during the December/January/February timeframe, to be determined jointly by Woodard & Curran and District). Woodard & Curran will review flow monitoring site reports to confirm final flow meter locations and will periodically review the flow monitoring data during the flow monitoring periods to check data quality and consistency. V&A will also obtain rainfall data for locations throughout the service area from up to five (5) Weather Underground personal weather stations.

V&A will provide final electronic data files (15-minute data) at the conclusion of the monitoring. Analysis of the flow monitoring data to quantify infiltration/inflow (I/I) and develop design flows is an integral part of model calibration and system performance evaluation and will be conducted as part of Tasks 5 and 6.

Task 3 Deliverables:

- *Flow Monitoring Plan showing proposed meter sites and alternate sites, if applicable*
- *Flow Monitoring Data*

Task 3 Assumptions:

- *15 area-velocity flow meters installed for a period of up to three months during the 2025/26 wet weather season.*
- *Rainfall data will be obtained from Weather Underground personal weather stations available on-line.*
- *Includes approximately \$5K of V&A labor effort to obtain encroachment permits.*
- *District or City staff will assist with traffic control for any sites where more than standard traffic control measures are needed (alternately, District can authorize additional budget for third-party traffic control services); clean any meter sites if necessary prior to meter installation; and provide secure locations and access for rain gauge installation.*

Task 4 – Hydraulic Model Network Update

Subtask 4.1 – Update FSSD Model Network. Woodard & Curran will update the existing FSSD hydraulic model based on any changes and additions to the trunk sewer system made since the last update, as reflected in current GIS files and/or record drawings provided by the District.

Subtask 4.2 – Develop City of Fairfield Network. Woodard & Curran will expand the District's sewer model to incorporate City of Fairfield sewers. The initial sewer data will include information from the City's Heart of Fairfield sewer study, as well as data from the City's GIS database. Following initial construction, a QA/QC process called "model validation" will be used to verify the data before beginning any model runs. This process includes checking network connectivity and data completeness and reasonableness for apparent discrepancies (e.g., negative pipe slopes, outlet pipe invert elevations higher than inlet invert elevations, etc.). Missing or suspect data will be resolved to the extent possible through review of available record drawings, field verification by City staff, or surveying (if authorized under Subtask 14.2). Model network will generally include all sewers where elevation data is available; for areas of the City's system where data is missing from the GIS, assumptions based on minimum slope or best engineering judgement will be used, or the pipes omitted from the model.

Task 4.2 Assumptions

- *Woodard & Curran will provide up to approximately 40 hours of model validation effort (including record drawing review and incorporating field-collected data). City will be responsible for rectifying any missing, erroneous, or inconsistent data (e.g., pipe diameters, invert elevations, etc.) needed for the model that cannot be readily resolved by Woodard & Curran.*

Subtask 4.3 – Develop City of Suisun City's Network. Woodard & Curran will expand the District's sewer model to incorporate City Suisun City's sewer. The initial sewer data will be based on the City's GIS database. Following initial construction, a QA/QC process called "model validation" will be used to verify the data before beginning any model runs. This process includes checking network connectivity and data completeness and reasonableness for apparent discrepancies (e.g., negative pipe slopes, outlet pipe invert elevations higher than inlet invert elevations, etc.). Missing or suspect data will be resolved to the extent possible through review of

available record drawings, field verification by City staff, or surveying (if authorized under Subtask 14.2).

Task 4.3 Assumptions

- *Woodard & Curran will provide up to approximately 12 hours of model validation effort (including record drawing review and incorporating field-collected data). City will be responsible for rectifying any missing, erroneous, or inconsistent data (e.g., pipe diameters, invert elevations, etc.) needed for the model that cannot be readily resolved by Woodard & Curran.*

Task 4 Assumptions

- *Model will be developed in InfoWorks ICM hydraulic modeling software; Woodard & Curran will use its own software licenses for the modeling work.*

Task 4 Deliverables:

- *Hydraulic model files (to be provided at end of project).*
- *Documentation of model development will be included in the TM on Model Development, Calibration, and Flow Projections prepared after completion of Task 5 (see Task 5 Deliverables).*

Task 5 – Update Flows and Growth Projections

Subtask 5.1 – Existing Base Wastewater Flows

Woodard & Curran will review existing data collected under Task 2 to determine the best approach for using this data to develop existing base wastewater flows. It is anticipated that water use or sewer billing records will be the primary source of data for developing existing model loads. Commercial, industrial, and/or institutional users which may contribute significantly greater flows than average or exhibit atypical use patterns will be identified individually based on water use data or information provided by District or City staff. Existing parcel loads will be parcel based, or aggregated to the model subcatchments if necessary.

Subtask 5.2 – Model Calibration

Woodard & Curran will use the flow monitoring data collected as part of this study to calibrate the hydraulic model. The model will first be calibrated for dry weather flows to confirm the base wastewater flow estimates developed under Subtask 5.1, as well as to refine diurnal wastewater profiles and non-rainfall groundwater infiltration (GWI) rates. GWI is estimated based on the difference between model-simulated base wastewater flows and observed flows at the meter sites, and expressed as a unit areal flow (gpd/acre) distributed uniformly to the meter tributary area. Wet weather parameters will be determined for each flow meter tributary area based on calibration to monitored storm events.

For portions of the sewer system where flow monitoring is not performed, wet weather and GWI parameters will not be changed from previous model values. Pump station flow data will be used for confirmation of overall system flows.

Subtask 5.3 – Future Base Wastewater Flows

Through the data collection efforts under Task 2 and interviews with Planning staff, Woodard & Curran will identify the most useful source of information for developing land use projections and parcel-based future wastewater loads. Specific planning issues and potential growth or redevelopment areas in the cities, the potential timing of future development, as well as the best approach for incorporating future construction of accessory dwelling units (ADUs) in the flow projections will be discussed with the Cities' Planning staff. Based on these discussions and the information collected future land use information will be tabulated at the parcel level, drawing upon the various available sources of information described above. The parcel-based land uses and flows developed in this subtask will be compiled in a GIS database for use in developing model loads.

Subtask 5.4 – Technical Memorandum

Findings from this task will be documented in a draft Technical Memorandum.

Task 5 Deliverables:

- *Draft TM on Model Development, Calibration, and Flow Projections. Comments on the draft TM will be incorporated in the final Master Plan report.*

Task 5 Assumptions:

- *Up to two phasing scenarios will be analyzed, as defined by City and District staff. Additional phasing analyses to identify project or phase triggers may be performed as part of other tasks (see Subtasks 7.3 and 12.3).*

Task 6 – Develop Performance Criteria

Woodard & Curran will work with the District and Cities to review and update the criteria used to assess the capacity of the system and size capacity improvements. Woodard & Curran will review the District's and Cities' current sewer design criteria and standards, including criteria used in the previous Master Plan. Based on this review and discussions and decisions made with the District and Cities, Woodard & Curran will provide recommendations for design standard updates, as well as work with the agencies to update or refine the design storm and hydraulic criteria to be used for assessing the capacity of existing sewer facilities and sizing new facilities for this Master Plan.

In addition to the design storm, these criteria will include Manning's "n" factors; maximum d/D values or acceptable level of surcharge (or minimum freeboard); minimum and maximum velocities, slopes, and depth of cover; and pump station design and reliability considerations (e.g., firm capacity). Note that while the Cities and District will likely benefit from using the same design storm, different capacity criteria are often applied to smaller diameter sewers. Woodard & Curran will work with the Cities and District staff to identify appropriate criteria for each agency.

A brief technical memorandum will be prepared to provide background information and recommendations for the District and Cities to review and serve as basis for discussion at a workshop to review and reach agreement on the criteria.

For fee estimating purposes, this task effort has been distributed evenly between the three agencies.

Subtask 6.1 – Review FSSD Capacity Deficiency Criteria

This subtask includes reviewing and updating the existing capacity deficiency criteria for FSSD, as described above.

Subtask 6.2 – Develop City of Fairfield Capacity Deficiency Criteria

This subtask includes developing capacity deficiency criteria for City of Fairfield, as described above.

Subtask 6.3 – Develop City of Suisun City Capacity Deficiency Criteria

This subtask includes developing capacity deficiency criteria for City of Suisun City, as described above.

Subtask 6.4 – Climate Change Sensitivity Analysis

This subtask includes a sensitivity analysis and discussion of a proposed approach to design storm consideration of climate change. Detailed analyses of climate change models is not part of this scope. It is anticipated that the sensitivity analysis will be based on running the model with an alternate design storm (as developed and published by others) or an assumed increase in rainfall for the Master Plan design storm.

Findings from this subtask will be discussed at the Task 7 workshop and incorporated into the Master Plan report.

Task 6 Deliverables:

- *TM summarizing Design Flow and Hydraulic Criteria considerations. Comments on the draft TM will be incorporated in the final Master Plan report.*
- *Workshop and workshop materials*

Task 7 – Capacity Analysis

Subtask 7.1 – Evaluate Existing System Performance

Using the hydraulic model and based on the criteria established in Task 6, Woodard & Curran will evaluate the performance of the existing sewers under existing and future dry and design wet weather flows. Thematic maps and hydraulic gradeline plots will be prepared to present the identified capacity problem areas. Woodard & Curran will develop preliminary solutions to capacity deficiencies and test those solutions in the model. Preliminary solutions may include upsizing deficient pipes, optimizing existing or potential new flow diversions, or potential reduction of I/I in targeted areas. Findings from this subtask will be discussed at a workshop and incorporated into the Master Plan report.

Subtask 7.2 – Perform RDI/I Analysis

Woodard & Curran will evaluate the I/I flow characteristics associated with the different areas of the system (based on model results and flow monitoring data) and their location with respect to identified capacity deficiencies, and identify areas that may be suitable for rehabilitation efforts to reduce I/I. The hydraulic model will be used to evaluate various scenarios of I/I reduction (i.e., assumed percent reductions in targeted areas) to identify the amount of reductions that would be necessary to eliminate needed capacity improvement projects. Up to five (5) I/I reduction scenarios will be modeled.

Findings from this subtask will be discussed at the workshop and incorporated into the Master Plan report.

Subtask 7.3 – Analysis of Potential Service Area Expansions

Woodard & Curran will analyze up to five (5) service area expansion scenarios. Development assumptions for the scenarios will be provided by the District and Cities. As part of the analysis, Woodard & Curran will identify potentially capacity deficient pipes, and the approximate number of units that would trigger capacity deficiencies. Findings from this subtask will be summarized in a brief TM.

Task 7 Deliverables:

- *Workshop agenda and minutes*
- *Brief TM summarizing results of analyses of potential service area expansions. Comments on the draft TM will be incorporated in the final Master Plan report.*

Task 8 – Updates and Additions to Asset Management Model

Subtask 8.1 – Update IAP Model and Develop Rehabilitation and Replacement Solutions for FSSD

Carollo will implement a stepwise process for updating the InfoAsset Planner (IAP) model developed by Carollo in 2022 for the District and Cities' collection systems. These steps include:

1. Receive and review current GIS data of the District's collection system assets (pipelines and manholes), force mains, and other available features and appurtenances such as lateral connections, blow-offs and air release valves.
2. Receive and review current closed-circuit television (CCTV) inspection results consisting of National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) scores.
3. Update the IAP model with the new GIS asset inventory (for gravity sewers), PACP scores, edits to the inventory identified in the hydraulic model, and replacement recommendations from the hydraulic analysis.
4. Facilitate a 2-hour risk model updated interactive workshop with the District's and Cities' staff to present the current risk parameters (consequence and likelihood of failure scoring approach), unit costs (developed by Woodard & Curran in Task 10), and management strategies and gain consensus for updates to be incorporated into the IAP model.

5. Update the IAP model by incorporating the changes established during the risk model update workshop.
6. Prepare for and facilitate a 2-hour climate change interactive workshop with the District's and Cities' staff to present options for incorporating the impact of climate change into the risk prioritization and capital planning development processes. Level of effort for developing the proposed climate change impact analysis strategy is based on the following approach:
 - a. In collaboration with District and Cities staff, identify future scenarios for evaluation considering hazards such as sea level rise, flooding, weather-related erosion, wildfire, power disruptions, and if appropriate, earthquakes.
 - b. Using GIS, develop maps correlating hazard vulnerability to the collection system assets.
 - c. Pair hazard vulnerability with the risk analysis for the R&R recommendation results.
 - d. Identify non-R&R related projects recommended to mitigate the risk of hazard vulnerability, if appropriate.
7. Update the IAP model with recommendations from the climate change workshop, if applicable. Run the IAP model to develop R&R recommendations. Present District's IAP model results in graphical format to the District.
8. Facilitate an IAP model results review meeting with District's and Cities' staff to present and gather feedback on the IAP model results. Update unit costs, where applicable, from updates to costs developed as part of Subtask 10.1.
9. Apply feedback from the IAP model results review meeting, climate change workshop, and force main risk assessment results (Subtask 8.4) into a draft Collection System Asset Management and R&R Update Technical Memorandum (CS AM and R&R Update TM). The TM will describe the processes followed for preparing the updates developed under Task 8.
10. After submitting the draft CS AM and R&R Update TM, Carollo will facilitate a 1-hour TM review meeting with District's and Cities' staff and document comments and responses in a tracking log. After addressing review comments, the final CS AM and R&R Update TM will be submitted.

Subtask 8.2 – Update IAP Model and Develop R&R Solutions for City of Fairfield

Carollo will update the IAP model and develop R&R solutions for the City of Fairfield following the approach described in Subtask 8.1 with the following modifications:

1. Receive and review current GIS data of the City's collection system assets (pipelines and manholes), and other available features such as lateral connections. Update GIS data configuration for import into the IAP model schema.
2. Receive and review current CCTV inspection results consisting of NASSCO PACP scores. The level of effort for this step is based on the expectation that only minor adjustments/review of the PACP scores may be needed and that most of the results will be linkable to the GIS data.
3. No forcemain analysis is expected for the City's sewer system.

Subtask 8.3 – Update IAP Model and Develop R&R Solutions for City of Suisun City

Carollo will update the IAP model and develop R&R solutions for Suisun City following the approach described in Subtask 8.1 with the following modifications:

1. Receive and review current GIS data of the City's collection system assets (pipelines and manholes), and other available features such as lateral connections. Update GIS data configuration for import into the IAP model schema.
2. Receive and review current CCTV inspection results consisting of NASSCO PACP scores. The level of effort for this step is based on the expectation that only minor adjustments/review of the PACP scores may be needed and that most of the results will be linkable to the GIS data.
3. No forcemain analysis is expected for the City's sewer system.

Subtask 8.4 – Evaluate Force Main Risks and Identify Solutions

Carollo will review the GIS data available for the District's force mains and develop a risk model building on the preliminary analysis developed by Carollo in the 2022 Collection System Asset Management Plan report. Carollo will present the proposed risk model and preliminary results in a review meeting with District staff. Carollo will apply feedback from the review meeting to update the IAP model and resulting R&R recommendations, including recommendations for condition assessment along with unit costs developed as part of Subtask 10.1. The results and recommendations will be incorporated into the draft FSSD CS AM and R&R Update TM.

Task 8 Assumptions:

- *risk model update workshop*
- *climate change workshop*
- *IAP model results meeting*
- *Force Main IAP model and preliminary results meeting*
- *draft CS AM and R&R Update TM review meeting*
- *CCTV inspection results will consist of NASSCO PACP scores, readily importable into the IAP model.*
- *The GIS data from the District is assumed to be in the same schematic format as was used for the previous IAP model. However, the GIS data to be received from the Cities is expected to require adjustments (similar to what was required previously) to adapt to the schematic format of the IAP model.*
- *A single IAP model will be configured containing the asset inventory from all three agencies.*

Task 8 Deliverables:

- *Presentation materials and summaries for workshops and meetings*
- *Draft and final CS AM and R&R Update TM and comment/response log*

Task 9 – Develop Capacity Solutions

Subtask 9.1– Develop/Evaluate FSSD Capacity Improvement Alternatives

Based on the preliminary solutions and results of the I/I analysis for the FSSD system, Woodard & Curran will evaluate potential project alternatives in further detail, including review of projects sites on aerial mapping or in the field. The purpose of these evaluations is to confirm the suitability of pipeline alignments, and identify any design, constructability, permitting, or environmental issues that could potentially be “fatal flaws” or that should be considered in project development. Woodard & Curran will incorporate the final proposed solutions in the model to confirm that all capacity issues have been addressed.

Subtask 9.2 – Develop/Evaluate Fairfield Capacity Improvement Alternatives

Based on the preliminary solutions and results of the I/I analysis for the Fairfield system, Woodard & Curran will evaluate potential project alternatives in further detail, including review of projects sites on aerial mapping or in the field. The purpose of these evaluations is to confirm the suitability of pipeline alignments, and identify any design, constructability, permitting, or environmental issues that could potentially be “fatal flaws” or that should be considered in project development. Woodard & Curran will incorporate the final proposed solutions in the model to confirm that all capacity issues have been addressed.

Subtask 9.3 – Develop/Evaluate Suisun City Capacity Improvement Alternatives

Based on the preliminary solutions and results of the I/I analysis for the Suisun City system, Woodard & Curran will evaluate potential project alternatives in further detail, including review of projects sites on aerial mapping or in the field. The purpose of these evaluations is to confirm the suitability of pipeline alignments, and identify any design, constructability, permitting, or environmental issues that could potentially be “fatal flaws” or that should be considered in project development. Woodard & Curran will incorporate the final proposed solutions in the model to confirm that all capacity issues have been addressed.

Subtask 9.4 – Evaluate Flow Transfers Between Basins

Woodard & Curran will review opportunities to transfer flow between the Central, Suisun, and Inlet pump stations when necessary. The District already has pipelines connecting the Central, Suisun, and CBC Pump Stations (CBC flows to Inlet PS); as part of this evaluation, Woodard & Curran will work with the District to define the scenarios that the flow transfers should address, and use the model to identify any additional facilities that would be needed to address those scenarios. Up to five (5) scenarios will be evaluated.

Findings from this subtask will be documented in a brief TM.

This task includes preparing opinions of probable cost for the recommended sewer system improvement projects and developing a prioritized, phased Capital Improvement Plan (CIP) for each agency for implementation of the improvements.

Subtask 10.1 – Develop Cost Criteria and Prepare Cost Estimates

Based on data collected for District's and Cities' historical sewer projects, as well as data from similar agencies compiled by Woodard & Curran, Woodard & Curran will develop appropriate unit cost factors for sewer construction and allowances for contingencies, design, environmental review, permitting, right of way acquisition, and construction management. Some capacity projects identified in Task 9 may require more specific cost assumptions (e.g. pump station upgrades and siphons). The cost estimating assumptions are assumed to be developed to a planning level (AACE Class 5). These cost factors will be applied to the project recommendations identified in Tasks 8 and 9.

Subtask 10.2 – Develop Project Prioritization Criteria and Rankings

In collaboration with the District and Cities, the Project Team will develop a prioritization approach for the condition-based R&R needs, climate change adaptation strategies, and capacity related recommended projects. The prioritization approach is to consider project drivers, risk mitigation, and the District's and Cities' strategic objectives. The Project Team will present the prioritization approach and project cost summaries in a collaborative in-person workshop with the District and Cities and facilitate their selection of the preferred prioritization approach to be used for prioritizing the recommended capital project needs.

The Project Team will apply the prioritization approach to rank the projects recommended for the District and each City. The prioritized projects will be provided in graphical (i.e. GIS-based map) format and in tabular format along with associated project costs for the District's projects and the projects for each City for review and feedback.

The Project Team will facilitate a project prioritization results review meeting with the District and Cities and update the prioritization approach based on meeting feedback. The updated project prioritization results will be incorporated into the Capital Improvement Plans to be developed in the following subtasks.

Subtask 10.3 – Develop FSSD Capital Improvement Plan

The Project Team will group the District’s projects, prioritized in Subtask 10.2, into logical project packages for construction based on factors such as proximity, project type and likely construction methods, timing, and hazard vulnerability. Project packages will also consider project budget targets as provided by the District. Project-specific construction and capital cost estimates will be developed as part of Subtask 10.1.

Based on the projects developed under Task 8 and Task 9, and the cost estimates and project rankings developed under Subtasks 10.1 and 10.2, the Project Team will compile the proposed District projects into project packages appropriate for pre-design. The projects will be compiled in a separate stand-alone CIP document for the District, which will also include brief descriptions of the process used for prioritization and project packaging. This information will be incorporated into the Task 13 Master Plan report, with the District’s CIP document included as an appendix.

Subtask 10.4 – Develop City of Fairfield Capital Improvement Plan

The Project Team will group the City’s projects, prioritized in Subtask 10.2, into logical project packages for construction based on factors such as proximity, project type and likely construction methods, timing, and hazard vulnerability. Project packages will also consider project budget targets as provided by the City. Project-specific construction and capital cost estimates will be developed as part of Subtask 10.1.

Based on the projects developed under Task 8 and Task 9, and the cost estimates and project rankings developed under Subtasks 10.1 and 10.2, the Project Team will compile the proposed City projects into project packages appropriate for pre-design. The projects will be compiled in a separate stand-alone CIP document for the City of Fairfield, which will also include brief descriptions of the process used for prioritization and project packaging. This information will be incorporated into the Task 13 Master Plan report, with the City’s CIP document included as an appendix.

Subtask 10.5 – Develop Suisun City Capital Improvement Plan

The Project Team will group the City’s projects, prioritized in Subtask 10.2, into logical project packages for construction based on factors such as proximity, project type and likely construction methods, timing, and hazard vulnerability. Project packages will also consider project budget targets as provided by the City. Project-specific construction and capital cost estimates will be developed as part of Subtask 10.1.

Based on the projects developed under Task 8 and Task 9, and the cost estimates and project rankings developed under Subtasks 10.1 and 10.2, the Project Team will compile the proposed City projects into project packages appropriate for pre-design. The projects will be compiled in a separate stand-alone CIP document for the City of Suisun City, which will also include brief descriptions of the process used for prioritization and project packaging. This information will be incorporated into the Task 13 Master Plan report, with the City’s CIP document included as an appendix.

Task 10 Assumptions:

- *Project prioritization (in-person) workshop*

Task 10 Deliverables:

- *Presentation materials and summaries for workshops and meetings*
- *Project cost estimates.*
- *FSSD CIP document, including prioritized and grouped FSSD CIP projects.*
- *City of Fairfield CIP document, including prioritized and grouped Fairfield CIP projects.*
- *City of Suisun City CIP document, including prioritized and grouped Suisun City CIP projects.*

Task 11 – Update Funding Model

In this task, the District's long-term (100-year) funding model initially developed as part of the 2022 Collection System Asset Management Plan project will be updated to incorporate the updated IAP model results (Task 8) and the prioritized capital improvement projects (Task 10). The model update process involves steps (distributed across subtasks 11.1, 11.2 and 11.3) as described in the 2022 Collection System Asset Management Plan.

Subtask 11.1 – Update Funding Model

- 1) Carollo will import the results of the IAP model replacement timing and R&R and operations and maintenance (O&M) projects into the funding model to update the 100-year plan. Unit costs and resulting project cost totals developed in Task 10 will also be imported.
- 2) Calculate the calendar year assignments for R&R projects using the hybrid approach (timing is mid-way between the age-based and condition-based R&R year assignments). Then, aggregate the resulting costs per year.
- 3) Generate costs tables for each of three scenarios: age-based, condition-based, and hybrid.
- 4) Calculate the updated rolling-average and cost-redistribution results.
- 5) Import the updated calculation results into PowerBI.

Subtask 11.2 – Review and Update Model Scenarios

After updating the funding model, Carollo will facilitate a virtual review meeting with District's and Cities' staff for review and feedback. After addressing review comments and feedback, the funding model will be updated for transfer to the District and Cities. The level of effort for this task assumes review comments and feedback do not involve substantial revisions to underlying model calculations. If significant configuration changes are desired by the District and/or Cities that are expected to involve additional effort, upon request, Carollo will prepare a scope and cost for negotiation and approval prior to proceeding.

Subtask 11.3 – Funding Model Dashboards

The funding model dashboards will be updated based on review comments and feedback from the District and Cities and the files prepared for transfer to the District and Cities. The level of effort for this task assumes review comments and feedback do not involve substantial revisions to the PowerBI layout and visualization. If significant configuration changes are desired by the District and/or Cities that are expected to involve additional effort, upon request, Carollo will prepare a scope and cost for negotiation and approval prior to proceeding.

Task 11 Assumptions:

- *The previous MS Excel and PowerBI dashboard files will be updated with new replacement timing and unit costs developed in the previous tasks.*
- *funding model review meeting*

Task 11 Deliverables

- *Funding Model PowerBI file*
- *Prioritized and grouped Funding Model MS Excel file*

Task 12 – Additional Studies

Subtask 12.1 – Design Standards Review

Under this task, the project team will review District and Cities' design standards, focusing on the criteria used to design new sewers or replace existing sewers, including for sewerage of new development areas. The goal of this task is to provide consistency with both the capacity criteria defined in Task 6, as well as between the Cities and District.

The findings of this review will be discussed at the workshop in Task 6, and the recommendations will be incorporated into the TM prepared under Task 6. Note that this task is intended to focus on sizing standards (including flow factors for new development); more technical review of standard drawings and specifications is not included.

Subtask 12.2 – I/I Reduction Program

Based on the findings of Subtask 7.2, Woodard & Curran will work with the District and Cities to prepare an I/I reduction program. As part of this task, Woodard & Curran will identify areas where I/I reduction could be most cost-effective (because I/I triggers a capacity project and/or because the sewershed has relatively high rates of I/I). The I/I reduction program would include recommended I/I investigations, potential type and amount of sewer rehabilitation, and estimated planning level costs. The recommended I/I reduction program will be described and incorporated into the Master Plan report under Task 13.

Subtask 12.3 – Infill Development Policies

Under this task, Woodard & Curran will work with the District and Cities to identify policy recommendations associated with infill. This task includes:

- Review of capacity triggers downstream of potential infill development sites. For sewers with predicted deficiencies, the number of additional units before a project is needed will be identified. Project triggers for up to 6 locations are assumed.
- Identify policy recommendations for developer options to address projected deficiencies. Recommendations are expected to include:
 - Self-construct potential improvements
 - Implement I/I reduction activities upstream of projected deficiency.
 - Contribute to a planned I/I reduction project

Proposed policies will be discussed in a brief TM

Task 12 Deliverables

- *Brief TM on Infill development policies*

Task 13 – Prepare Master Plan

Subtask 13.1 – Draft Master Plan

Woodard & Curran will incorporate the methodology, findings, and recommendations of the study into a comprehensive Master Plan Update report. The report appendices will contain the final TMs from previous tasks, which will include supporting data including flow monitoring data plots, model calibration graphs, model data and results tables, detailed project cost estimates and maps, and other pertinent information. The report will include an Executive Summary section that can be extracted as a stand-alone document and provided to District officials or other interested parties. A workshop will be held to discuss and review the draft report and receive District comments.

Subtask 13.2 – Final Master Plan

Woodard & Curran will prepare a final Wastewater Collection System Master Plan Update report, incorporating the District's comments on the Draft report. The final plan will serve as a basis for future master plan updates.

Subtask 13.3 – Sewer Planning WebTool

Woodard & Curran will develop enhancements and/or replacement of the "Model Viewer" application originally developed for the District's 2020 Collection System Master Plan. The enhanced WebTool will include sewer condition, R&R, and CIP project data, as well as modeling/capacity information, as well as capabilities to track developments and CIP projects. The intent is for the WebTool to be accessible to the Cities as well as the District.

The following paragraphs describe the steps that Woodard & Curran will follow to develop the enhanced Model Viewer.

A. Collect User Requirements and System Configuration

Woodard & Curran will work with FSSD to determine user requirements and database needs for storing, viewing, and validating data collected for the WebTool. Woodard & Curran will review

existing documentation and materials developed for the Model Viewer and will work with FSSD to identify requirements on general functionality such as user permissions, data visualization, and data collection and validation processes. Woodard & Curran will also present several system configuration options and work with FSSD to identify which approach best fits identified user requirements and database needs as well as IT requirements.

Woodard & Curran will hold up to two meetings with FSSD to collect requirements for user interface and navigation, data and information collection, data validation, and data collection and validation processes. Woodard & Curran will then prioritize features in the system based on available budget.

B. Configure System to Meet WebTool Needs

Woodard & Curran will develop the WebTool in the system identified through the two virtual meetings. Implementation of the system will include configuration and customization of existing features and functionality. The proposed system will be configured and customized according to the results of the two meetings discussed above.

Woodard & Curran will install, configure, customize, and test the system in FSSD's environment. The following features will be installed and customized as described below:

- Geospatial Layers – Woodard & Curran will install additional geospatial layers into the WebTool which includes reference data, hydraulic model outputs, AM model outputs, and Capital Improvement Plan data. For each layer, specific variables will be made available on the WebTool with specific editable fields for data tracking. Visualization of specific layers will be set to adjust based on editable field updates.
- Data Entry Forms – Woodard & Curran will configure simple, user-friendly data entry forms for editable fields used for data tracking. These forms will be associated with tracking parcel development potential, unit development per parcel, project status, method, cost, actual vs estimate costs, dates, and review notes.
- System Modules – Woodard & Curran will modify WebTool features and user interface to best support external users and viewing and editing data along with any other requirements identified.
- External User Sign-In – Woodard & Curran will work with FSSD IT to develop access to selected external users to be able to view and edit the WebTool.

C. Test, Finalize, and Provide User Workshop

Woodard & Curran will demonstrate the WebTool to users identified by FSSD. Woodard & Curran will lead user testing of the WebTool on FSSD's server with selected users to test the functionality and obtain user sign-off. Woodard & Curran will make revisions to the WebTool as necessary during user testing.

Upon receiving user sign-off, Woodard & Curran will finalize the WebTool on FSSD's server and perform final testing. At the end of deployment, Woodard & Curran will hold one 1-hour training workshop for the end users. Training will include instructions on how to edit data and demonstrate how to see data layers and updated features.

Subtask 13.3 Assumptions

- *FSSD IT staff will provide secured remote access to FSSD IT server during development and testing.*
- *FSSD IT staff will provide all hardware associated with this task and will install and configure any necessary software, databases, and SSL certificates needed to operate in FSSD's environment.*
- *FSSD IT staff will develop appropriate authentication and access for external users to gain access to the WebTool*
- *Not all task needs are identified at this time. Level of effort limited to budgeted hours.*
- *FSSD will be responsible for maintaining internal APIs and databases, if applicable.*
- *FSSD IT staff will be responsible for setting up databases for the WebTool.*
- *FSSD IT staff will be responsible for developing secure connection to WebTool and backend geospatial layers and database(s) for external users.*

Task 13 Deliverables

- Workshop presentation materials and summary
- Draft Master Plan Update report
- Final Master Plan Update report (MS Word and pdf files)
- Final hydraulic model files
- WebTool files

Task 14 – Optional Tasks

Subtask 14.1 – Additional flow meters (10 meters)

Under this task, up to ten (10) additional flow meters would be installed. It is assumed that the meters would be installed at the same time as the other meters. This task includes effort associated with calibration of the additional meters.

Subtask 14.2 – Survey

Where data is not readily available with regard to invert elevations of pipes or other structures at manhole locations, up to 25 manholes can be surveyed by Woodard & Curran's surveying subcontractor, LCC Engineering.



Tasks	Woodard & Curran Labor												Carollo Labor										Other Subconsultants			ODCs	Total
	Principal-in-Charge	Technical Advisor	Project Manager	Technical Manager	Hydraulic Modeling	Design Standards & Project Development	Software Lead	Programmer	Engineering Suoport	Project Assistant/ Accountant	Total W&C Hours	Total Labor Costs (1)	Technical Advisors	Project Manager	Technical Advisor	Financial Analyst	Project Engineer	GIS Analyst	Support Staff	Total Carollo Hours	Total Carollo Labor Costs (1)	Flow Monitoring	Surveying	Total Sub-consultant Cost (2)	Total ODCs (3)	Total Estimated Fee	
	Dave Richardson	Gisa Ju	Chris van Lienden	Nuria Bertran Ortiz	Dylan Merlo	Ryker Brown	Melissa Stine	Thierry Rutaganira	Staff Engineer	Project Assistant/ Accountant			Felicia James & QC reviewers	Jill Kjellsson	Andy Burton	Freny Shah	Rachel Duncan	Kevin Christensen	Document Processor / Admin Assistant varies			V&A	LCC				
	PIC	STL	SPM	SPM	PE1	SPM	PM1	PE1	E1	PA			PM II	SrP	SrP	LA	SrP	SA I	varies			SUB	SUB				
Billing Classification>>																											
Task 1: Project Management																											
1.1 Project Administration	2		36							36	74	\$19,380	18	18					18	54	\$15,355	\$0	\$0	\$16,123	\$0	\$35,503	
1.2 Progress Meetings and Communication			36	16	6						58	\$20,370	6	24						30	\$9,727	\$0	\$0	\$10,213	\$200	\$30,783	
1.3 Quality Assurance/Quality Control (STAR Workshop)	1	1	2	2	2	1			1		11	\$3,545							0	\$0	\$0	\$0	\$0	\$0	\$3,545		
Subtotal Task 1:	3	1	74	18	8	1			1	36	143	\$43,295	24	42	0	0	0	0	18	84	\$25,082	\$0	\$0	\$26,336	\$200	\$69,831	
Task 2: Data Collection and Review																											
2.1 Review Existing Information		1	8	16	24						49	\$15,365										\$0	\$0	\$0	\$0	\$15,365	
Subtotal Task 2:	0	1	8	16	24	0			0	0	49	\$15,365	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$15,365	
Task 3: Flow Monitoring																											
3.1 Flow Monitoring Plan		1	8	8	16				8		41	\$12,085										\$0	\$0	\$0	\$0	\$12,085	
3.2 Base Flow Monitoring Program (15 Meters) ⁴		2	2	6	16						26	\$8,150										\$170,000	\$0	\$178,500	\$0	\$186,650	
Subtotal Task 3:	0	3	10	14	32	0			8	0	67	\$20,235	0	0	0	0	0	0	0	0	\$0	\$170,000	\$0	\$178,500	\$0	\$198,735	
Task 4: Hydraulic Model Update																											
4.1 Update FSSD Model Network			4	4	8						16	\$5,000										\$0	\$0	\$0	\$0	\$5,000	
4.2 Develop City of Fairfield Network			6	16	40				24		86	\$23,770										\$0	\$0	\$0	\$0	\$23,770	
4.3 Develop City of Suisun City Network			4	8	16				16		44	\$12,020										\$0	\$0	\$0	\$0	\$12,020	
Subtotal Task 4:	0	0	14	28	64	0			40	0	146	\$40,790	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$40,790	
Task 5: Update Flows and Growth Projections																											
5.1 Develop Existing Base Wastewater Flows			6	10	28				50		94	\$23,990										\$0	\$0	\$0	\$0	\$23,990	
5.2 Model Calibration		4	12	30	48				24		118	\$34,490										\$0	\$0	\$0	\$0	\$34,490	
5.3 Develop Future Planning Scenarios			20	24	32				18		94	\$28,130										\$0	\$0	\$0	\$0	\$28,130	
5.4 Draft Technical Memorandum		8	12	16	32				24		92	\$26,660										\$0	\$0	\$0	\$0	\$26,660	
Subtotal Task 5:	0	12	50	80	140	0			116	0	398	\$113,270	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$113,270	
Task 6: Develop Performance Criteria																											
6.1 Review FSSD Capacity Deficiency Criteria	1	1	8	4	4						18	\$6,255										\$0	\$0	\$0	\$0	\$6,255	
6.2 Develop Fairfield Capacity Deficiency Criteria	1	1	8	4	4						18	\$6,255										\$0	\$0	\$0	\$0	\$6,255	
6.3 Develop Suisun City Capacity Deficiency Criteria	1	1	8	4	4						18	\$6,255										\$0	\$0	\$0	\$0	\$6,255	
6.4 Climate Change Sensitivity Analysis			4	4	8						16	\$5,160										\$0	\$0	\$0	\$0	\$5,160	
Subtotal Task 6:	3	3	28	16	20	0			0	0	70	\$23,925	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$23,925	
Task 7: Capacity Analysis																											
7.1 Evaluate Existing System Performance			8	16	32				12		68	\$20,420										\$0	\$0	\$0	\$0	\$20,420	
7.2 Perform RDI/I Analysis		2	8	16	24				8		58	\$18,030										\$0	\$0	\$0	\$0	\$18,030	
7.3 Analysis of Potential Service Area Expansions			6	16	20				12		54	\$16,330										\$0	\$0	\$0	\$0	\$16,330	
Subtotal Task 7:	0	2	22	48	76	0			32	0	180	\$54,780	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$54,780	
Task 8: Updates and Additions to Asset Management Model																											
8.1 FSSD AM Model Updates			4	2							6	\$2,190	27	122	26	0	48	46	6	275	\$83,200	\$0	\$0	\$87,360	\$0	\$89,550	
8.2 Fairfield AM Model Updates			2	1							3	\$1,095	6	24	5	0	10	34	2	79	\$16,640	\$0	\$0	\$17,472	\$0	\$18,567	
8.3 Suisun City AM Model Updates			2	1							3	\$1,095	1	6	1	0	2	14	0	26	\$4,160	\$0	\$0	\$4,368	\$0	\$5,463	
8.4 Force main risk model and R&R results			4	2							6	\$2,190	4	16	4	0	0	4	0	28	\$8,260	\$0	\$0	\$8,673	\$0	\$10,863	
Subtotal Task 8:	0	0	12	6	0	0			0	0	18	\$6,570	38	168	36	0	60	98	8	408	\$112,260	\$0	\$0	\$117,873	\$0	\$124,443	
Task 9: Develop Capacity Solutions																											
9.1 Develop/Evaluate FSSD Capacity Improvement Alternatives		1	4	8	8	4			8		33	\$10,255										\$0	\$0	\$0	\$0	\$10,255	
9.2 Develop/Evaluate Fairfield Capacity Improvement Alternatives		1	4	16	24	6			16		67	\$20,185										\$0	\$0	\$0	\$0	\$20,185	
9.3 Develop/Evaluate Suisun City Capacity Improvement Alternatives			2	8	8	4			8		30	\$9,150										\$0	\$0	\$0	\$0	\$9,150	
9.4 Evaluate Flow Transfers Between Basins			6	6	12						24	\$7,740										\$0	\$0	\$0	\$0	\$7,740	
Subtotal Task 9:	0	2	16	38	52	14			32	0	154	\$47,330	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$47,330	

Exhibit B - Fee Estimate

Tasks	Woodard & Curran Labor												Carollo Labor										Other Subconsultants			ODCs	Total
Billing Classification>>	Principal-in-Charge	Technical Advisor	Project Manager	Technical Manager	Hydraulic Modeling	Design Standards & Project Development	Software Lead	Programmer	Engineering Suoport	Project Assistant/ Accountant	Total W&C Hours	Total Labor Costs (1)	Technical Advisors	Project Manager	Technical Advisor	Financial Analyst	Project Engineer	GIS Analyst	Support Staff	Total Carollo Hours	Total Carollo Labor Costs (1)	Flow Monitoring	Surveying	Total Sub-consultant Cost (2)	Total ODCs (3)	Total Estimated Fee	
	Dave Richardson	Gisa Ju	Chris van Lienden	Nuria Bertran Ortiz	Dylan Merlo	Ryker Brown	Melissa Stine	Thierry Rutaganira	Staff Engineer	Project Assistant/ Accountant			Felicia James & QC reviewers	Jill Kjellsson	Andy Burton	Freny Shah	Rachel Duncan	Kevin Christensen	Document Processor / Admin Assistant			V&A	LCC				
	PIC	STL	SPM	SPM	PE1	SPM	PM1	PE1	E1	PA			PM II	SrP	SrP	LA	SrP	SA I	varies			SUB	SUB				
Task 10: Develop Capital Improvement Plan																											
10.1 Develop Cost Criteria and Prepare Cost Estimates			2	6	12	6			16		42	\$11,650						4			0	\$0	\$0	\$0	\$0	\$11,650	
10.2 Develop Project Prioritization Criteria and Rankings			6	18	18	6					48	\$15,510	10	26			4			44	\$13,940	\$0	\$0	\$14,637	\$200	\$30,347	
10.3 Develop FSSD Capital Improvement Plan			4	8	8	16			24		60	\$17,260	2	12				2		16	\$4,900	\$0	\$0	\$5,145	\$0	\$22,405	
10.4 Develop Fairfield Capital Improvement Plan			6	12	12	24			40		94	\$26,750	4	24				4		32	\$9,800	\$0	\$0	\$10,290	\$0	\$37,040	
10.5 Develop Suisun City Capital Improvement Plan			4	8	8	12			20		52	\$14,980	8	8				2		18	\$5,890	\$0	\$0	\$6,185	\$0	\$21,165	
Subtotal Task 10:	0	0	22	52	58	64			100	0	296	\$86,150	24	70	0	0	4	12	0	110	\$34,530	\$0	\$0	\$36,257	\$200	\$122,607	
Task 11: Update Funding Model																											
11.1 Update Funding Model											0	\$0	8			32				40	\$11,320	\$0	\$0	\$11,886	\$0	\$11,886	
11.2 Review and Update Model Scenarios	1		2								3	\$1,110	4			12				16	\$4,620	\$0	\$0	\$4,851	\$0	\$5,961	
11.3 Funding Model Dashboards			2								2	\$730	4			12				16	\$4,620	\$0	\$0	\$4,851	\$0	\$5,581	
Subtotal Task 11:	1	0	4	0	0	0			0	0	5	\$1,840	4	0	0	12	0	0	0	72	\$20,560	\$0	\$0	\$21,588	\$0	\$23,428	
Task 12: Additional Studies																											
12.1 Design Standards Review			4	2	8	16					30	\$9,970										\$0	\$0	\$0	\$0	\$9,970	
12.2 I/I Reduction Program		2	4	16	24				12		58	\$16,890										\$0	\$0	\$0	\$0	\$16,890	
12.3 Infill Development Policies	2	6	16	12	16				8		60	\$18,910										\$0	\$0	\$0	\$0	\$18,910	
Subtotal Task 12:	2	8	24	30	48	16			20	0	148	\$45,770	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$45,770	
Task 13: Prepare Master Plan																											
13.1 Draft Master Plan	2	8	20	32	56				24		142	\$42,400	4	16		8	4			32	\$9,880	\$0	\$0	\$10,374	\$0	\$52,774	
13.2 Final Master Plan	1	2	8	16	12						39	\$12,860	2	8		4	2			16	\$4,940	\$0	\$0	\$5,187	\$100	\$18,147	
13.3 Sewer Planning WebTool			16	8	16		60	182			282	\$81,180							0	\$0	\$0	\$0	\$0	\$0	\$0	\$81,180	
Subtotal Task 13:	3	10	44	56	84	0	60	182	24	0	463	\$136,440	6	24	0	12	6	0	0	48	\$14,820	\$0	\$0	\$15,561	\$100	\$152,101	
TOTAL	12	42	328	402	606	95	60	182	373	36	2,137	\$635,760	142	456	68	68	130	188	34	722	\$207,252	\$170,000	\$0	\$396,615	\$500	\$1,032,375	
Task 14: Optional Tasks																											
14.1 Additional flowmeters (10 meters, includes calibration)			8	12	40				16		76	\$21,340										\$86,000	\$0	\$90,300	\$0	\$111,640	
14.2 Survey Manholes (up to 25)			2	6	12				8		28	\$7,800										\$0	\$20,000	\$21,000	\$0	\$28,800	
Subtotal Task 14:	0	0	10	18	52	0	0	0	24	0	104	\$29,140	0	0	0	0	0	0	0	0	0	\$86,000	\$20,000	\$111,300	\$0	\$140,440	

1. The individual hourly rates include salary, overhead and profit, based on W&C and Carollo's standard rates at the time the work is performed. Other W&C and Carollo staff may perform work on the project based on W&C and Carollo's standard billing rate schedule in effect at the time. W&C and Carollo reserves the right to adjust its hourly rate structure at the beginning of the calendar year for all ongoing contracts. See 2025 rate schedule attached; approx. 3% increase in rates assumed for work projected to be conducted in 2026.

2. Subconsultants will be billed at actual cost plus 5%.

3. Other direct costs (ODCs) will be billed at cost

4. Assumes 15 flow meters installed for 12 weeks. Includes an assumed \$5K labor effort for encroachment permitting. Additional meters can be added for approximately \$12K per meter (see Optional Tasks if a larger number are needed).



FAIRFIELD-SUISUN SEWER DISTRICT

1010 Chadbourne Road • Fairfield, California 94534 • (707) 429-8930 • www.FairfieldSuisunSewer.ca.gov

July 23, 2025

AGENDA REPORT

TO: Board of Directors

FROM: James Russell-Field, Director of Administrative Services

SUBJECT: Quarterly Investment Report

Attached is the District's Quarterly Investment Report (Attachment 1) for the quarter ended June 30, 2025. The investment portfolio conforms to the District's Investment Policy as re-adopted by the Board of Directors at its meeting on May 19, 2025.

The District's cash balances, representing operating and reserve funds, are held in short-term and medium-term instruments to meet the District's anticipated cash flow requirements.

Attachment: 1 – Quarterly Investment Report
2 – Investment Performance Report by PFM

**FAIRFIELD-SUISUN SEWER DISTRICT
INVESTMENT REPORT
FOR THE QUARTER ENDED JUNE 30, 2025**

Attachment 1

Asset Detail						
Instrument	Date of Maturity		Par Value	Market Value	Market Yield	Estimated Annual Income
<i>California Asset Mgt Program (CAMP)</i>						
CAMP Managed Account	Various		\$ 40,159,244	\$ 39,919,974	3.980%	\$ 1,598,338
CAMP Liquidity Account	N/A		19,984,428	19,984,428	4.435%	886,309
State Local Agency Investment Fund	N/A		375,265	375,584	4.274%	16,039
Totals			\$ 60,518,937	\$ 60,279,986		\$ 2,500,686

Summary of Portfolio Securities	
	Market Value
CAMP Managed Account	\$ 39,919,974
CAMP Liquidity Account	\$ 19,984,428
State Local Agency Investment Fund	375,584
	\$ 60,279,986

Maturity Distribution	
	Market Value
0 - 12 months	\$ 20,495,740
1 - 2 years	10,842,265
2 - 3 years	9,009,938
3 - 4 years	10,459,033
4 - 5 years	9,473,010
	\$ 60,279,986

NOTES:

Par Value is the nominal or face value of a bond, or coupon as indicated on a bond certificate. It is a static value determined at the time of issuance.

Market Yield is an approximation of the gross income an asset is projected to earn annually, expressed as a percentage of the asset's market value.

Market Value an estimate of the value at which the principal would be sold from a willing seller to a willing buyer.

Market Values, Current Yields and Estimated Annual Income are from the following sources:

Local Agency Investment Fund monthly statement
California Asset Management Program statement

All investments are in compliance with the District's current investment policy. The District has sufficient funds to meet its expense requirements for the next three months.

Prepared by

James Russell-Field

7/9/2025
Date



Fairfield-Suisun Sewer District

Investment Performance Review For the Quarter Ended June 30, 2025

Client Management Team

Monique Spyke, Managing Director
Michael Kronbetter, Relationship Manager
Rachael Miller, Client Consultant

PFM Asset Management A division of U.S. Bancorp Asset Management, Inc

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Agenda

- Market Update
- Account Summary
- Portfolio Review

Market Update

Current Market Themes



- ▶ U.S. economy is resilient but showing signs of cooling
 - ▶ Headline employment data belies underlying weakening
 - ▶ Inflation remained rangebound but does not yet reflect the full impact of tariffs
 - ▶ Fiscal policy uncertainty and volatile tariff rollouts weigh on consumer sentiment



- ▶ Fed remains on hold but may cut rates later this year
 - ▶ The Fed's June "dot plot" implies 50 bps of cuts in the back half of 2025 but members are split between 0 and 2 cuts this year
 - ▶ Fed Chair Powell stated the effect, size, and duration of tariffs are all highly uncertain making staying on hold the appropriate thing to do as they wait to learn more



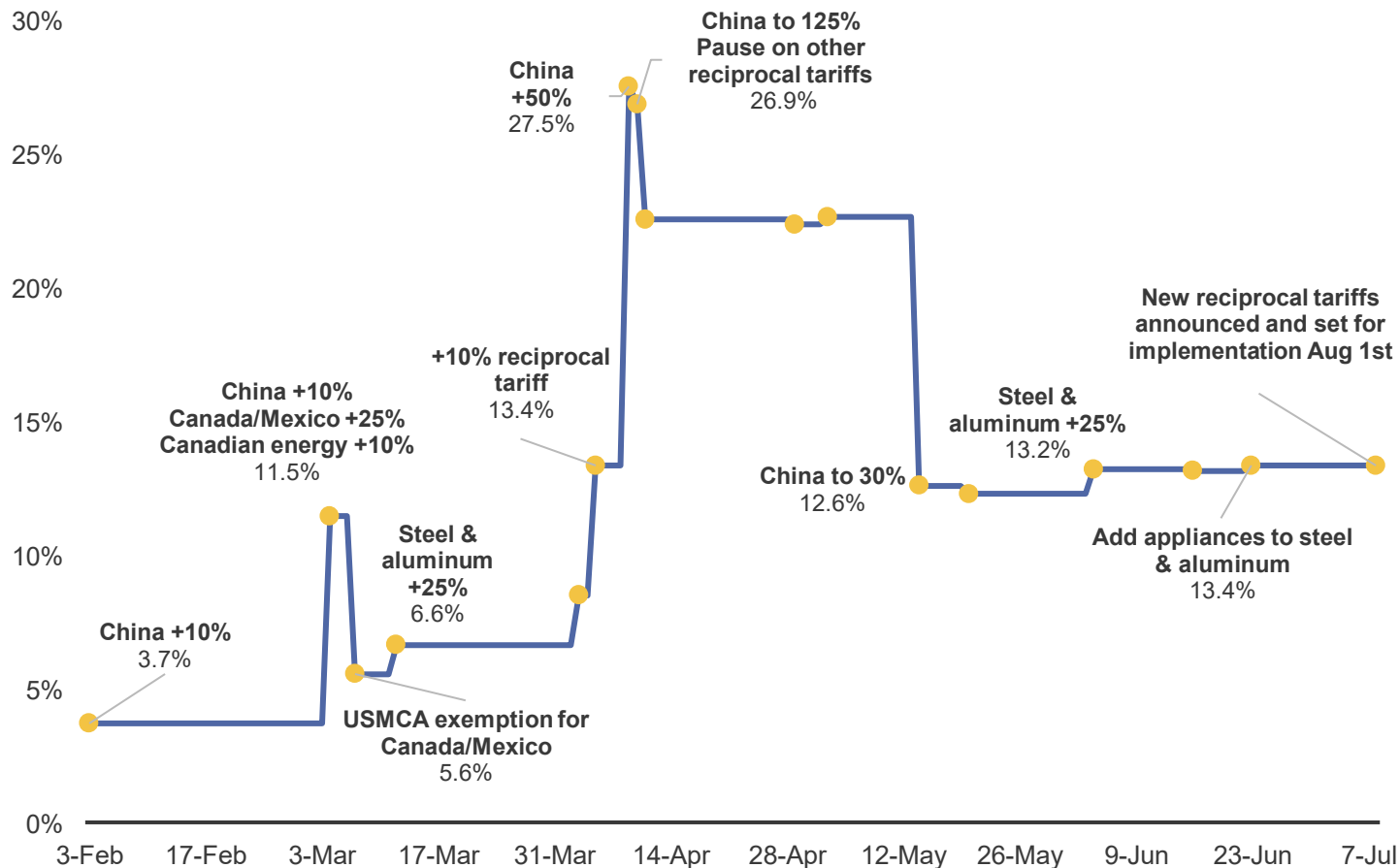
- ▶ Treasury yields whipsawed by tariff announcements in Q2
 - ▶ Concerns over the budget bill, debt ceiling, and monetary policy added to volatility
 - ▶ The yield curve continued to steepen between 2 years and 10 years
 - ▶ Credit spreads widened sharply following tariff fears but tightened to levels near historic tightness by quarter end

Source: Details on market themes and economic indicators provided throughout the body of the presentation. Bloomberg Finance L.P., as of June 30, 2025.

Uncertainty Remains Exceptionally High

Effective Tariff Rate

Select Activity from February 3, 2025 to July 8, 2025



Fiscal Policy Adds to Uncertainty



Budget/Spending



Tax Reform



Funding Freezes



Debt Ceiling

Source: Bloomberg Finance L.P. as of July 8, 2025. Yellow dots represent activity impacting effective tariff rate.

Impacts of Reconciliation Bill

Congressional Budget Office (CBO)

Select Sectors FY 2025 - FY 2034



TCJA & Tax Cuts

Increase deficit by **\$4.6 trillion**



Armed Services

Increase deficit by **\$149 billion**



Homeland Security

Increase deficit by **\$129 billion**



Medicare & Medicaid

Decrease deficit by **\$1.1 trillion**



Agriculture, Nutrition, and Forestry

Decrease deficit by **\$120 billion**

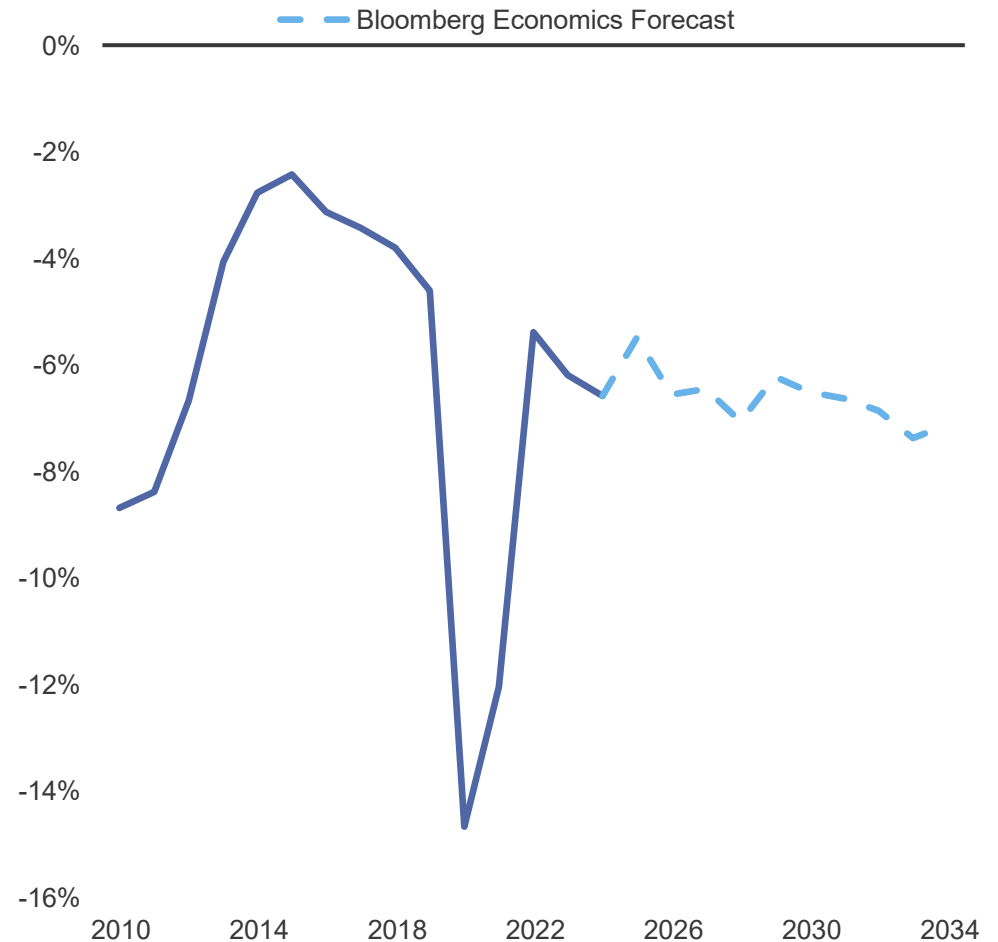


Other Spending Cuts

Decrease deficit by **\$371 billion**

Total Deficit Impact: -\$3.3 trillion

U.S. Deficit to GDP



Source: CBO: [Estimated Budgetary Effects of an Amendment in the Nature of a Substitute to H.R. 1, the One Big Beautiful Bill Act, Relative to CBO's January 2025 Baseline](#) | Congressional Budget Office. and Bloomberg Finance L.P., as of July 1, 2025.

Moody's Downgrades United States to Aa1

► Rationale for downgrade

- Large fiscal deficits which have led to increases in government debt and interest payment ratios to levels significantly above those of Aaa-rated peers
- High deficit-to-GDP and debt-to-GDP ratios that are expected to rise further due to increased interest payments on debt, rising entitlement spending, and relatively low new revenue generation

► Rationale for stable outlook

- Exceptional credit strengths such as the size, resilience and dynamism of its economy and the role of the US dollar as the global reserve currency

► The downgrade is generally expected to have a minimal impact on markets

- S&P and Fitch previously downgraded the United States in 2011 and 2023, respectively
- United States has been on credit watch negative by Moody's since November of 2023
- The dollar remains the world's reserve currency and Treasuries remain highly liquid
- Moody's also downgraded the U.S. government sponsored enterprises, and several banks and insurance companies whose rating was tied to the US government

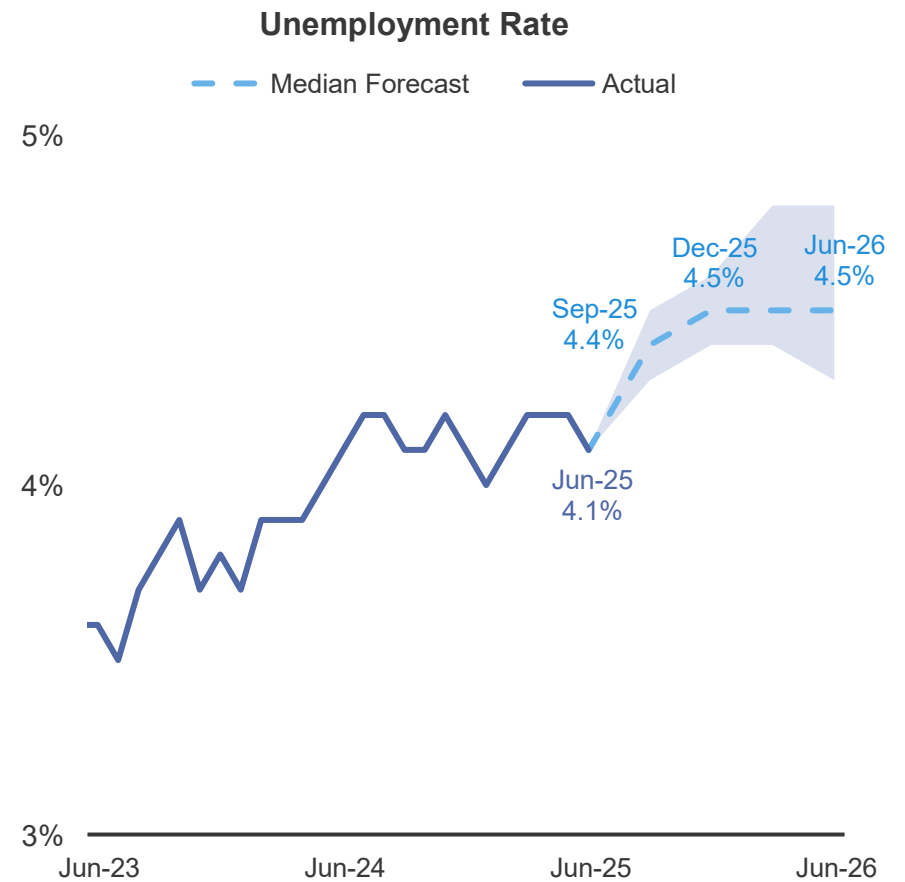
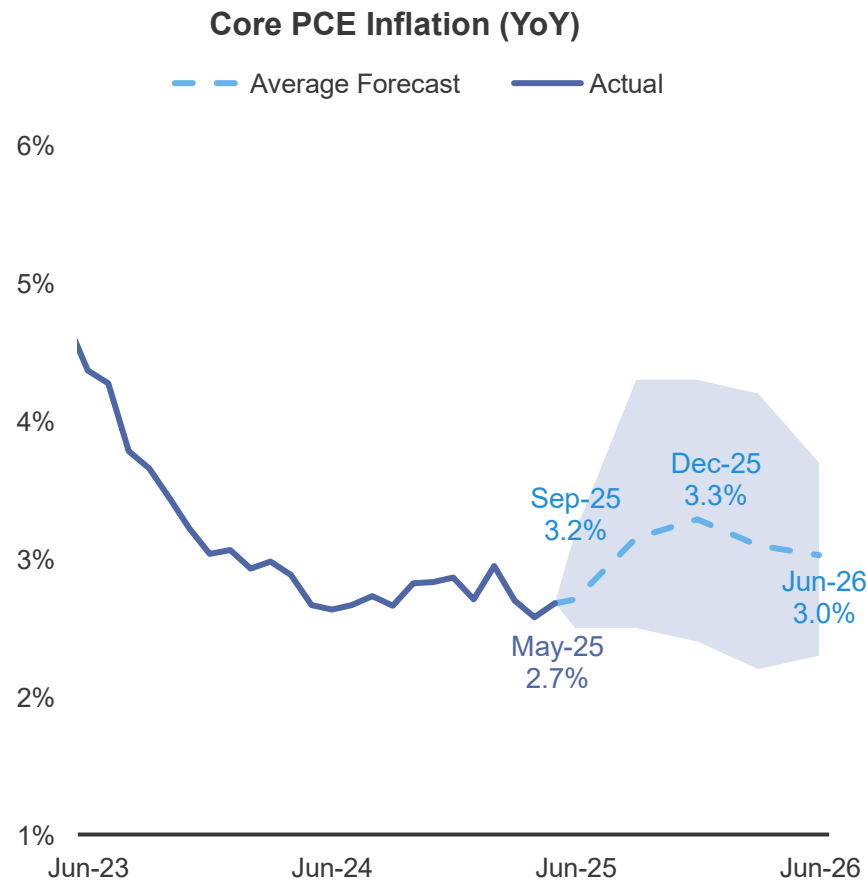
United States



Aaa → Aa1

The Fed's Dual Mandate Gets More Complicated

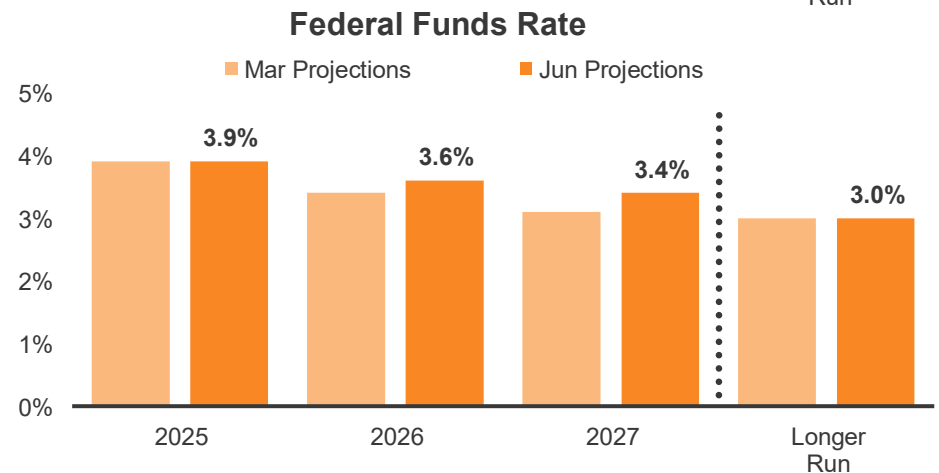
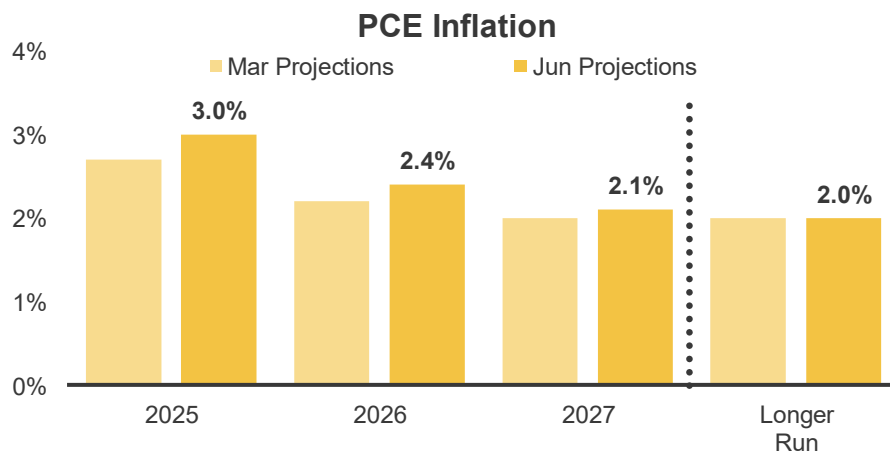
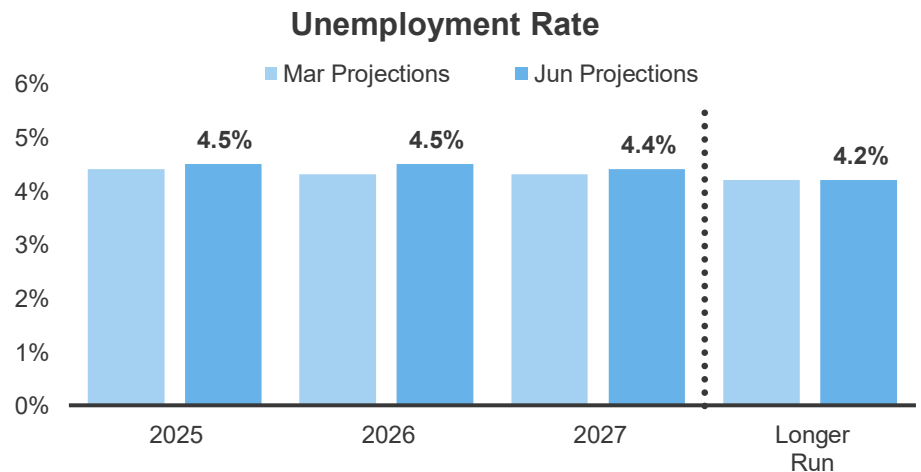
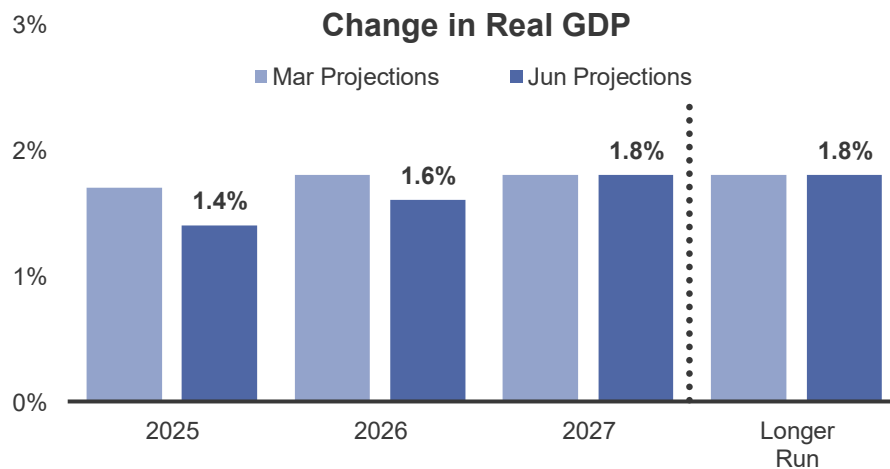
Fed Chair Powell : "We may find ourselves in the challenging scenario in which our dual mandate goals are in tension. If that were to occur, we would consider how far the economy is from each goal and the potentially different time horizons over which those respective gaps would be anticipated to close."



Source: FOMC Chair Jerome Powell Press Conference, June 18, 2025. Bureau of Economic Analysis, and Bloomberg Finance L.P., as of May 2025 (left). Bureau of Labor Statistics, and Bloomberg Finance L.P., as of June 2025 (right). Data is seasonally adjusted. Survey responses after June 27, 2025, included in median and forecast range. Forecast range shown is the 75th and 25th percentile of responses.

Fed's Updated Summary of Economic Projections

Fed Chair Powell : “[T]hink of it as the least unlikely path in a situation like this where uncertainty is very high.”

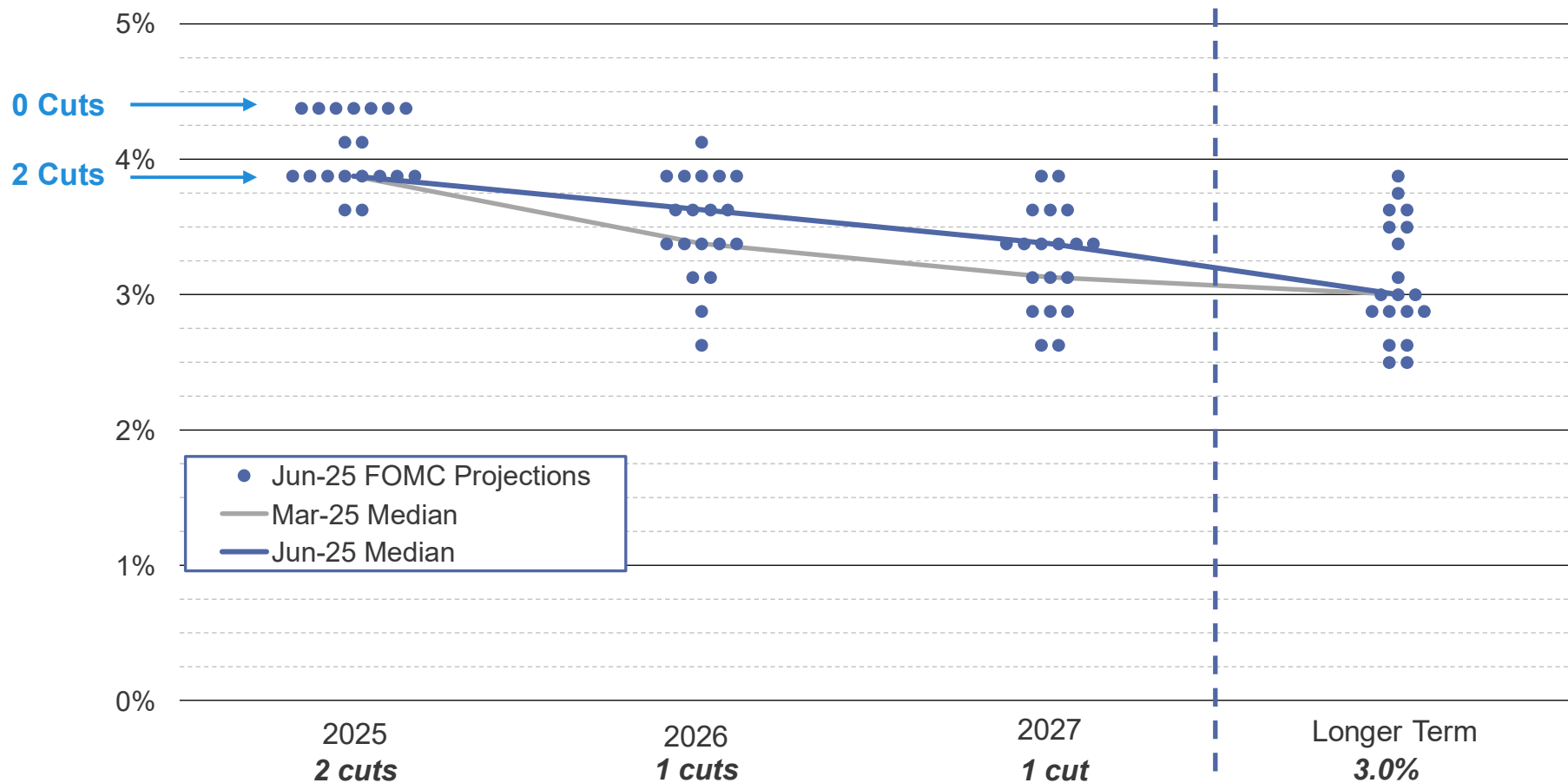


Source: FOMC Chair Jerome Powell Press Conference, June 18, 2025. Federal Reserve, latest median economic projections as of June 2025.

Fed's Latest "Dot Plot" Shows Divergent Views

Fed Chair Powell : "[W]ith uncertainty as elevated as it is, no one holds these rate paths with a lot of conviction."

Fed Participants' Assessments of 'Appropriate' Monetary Policy

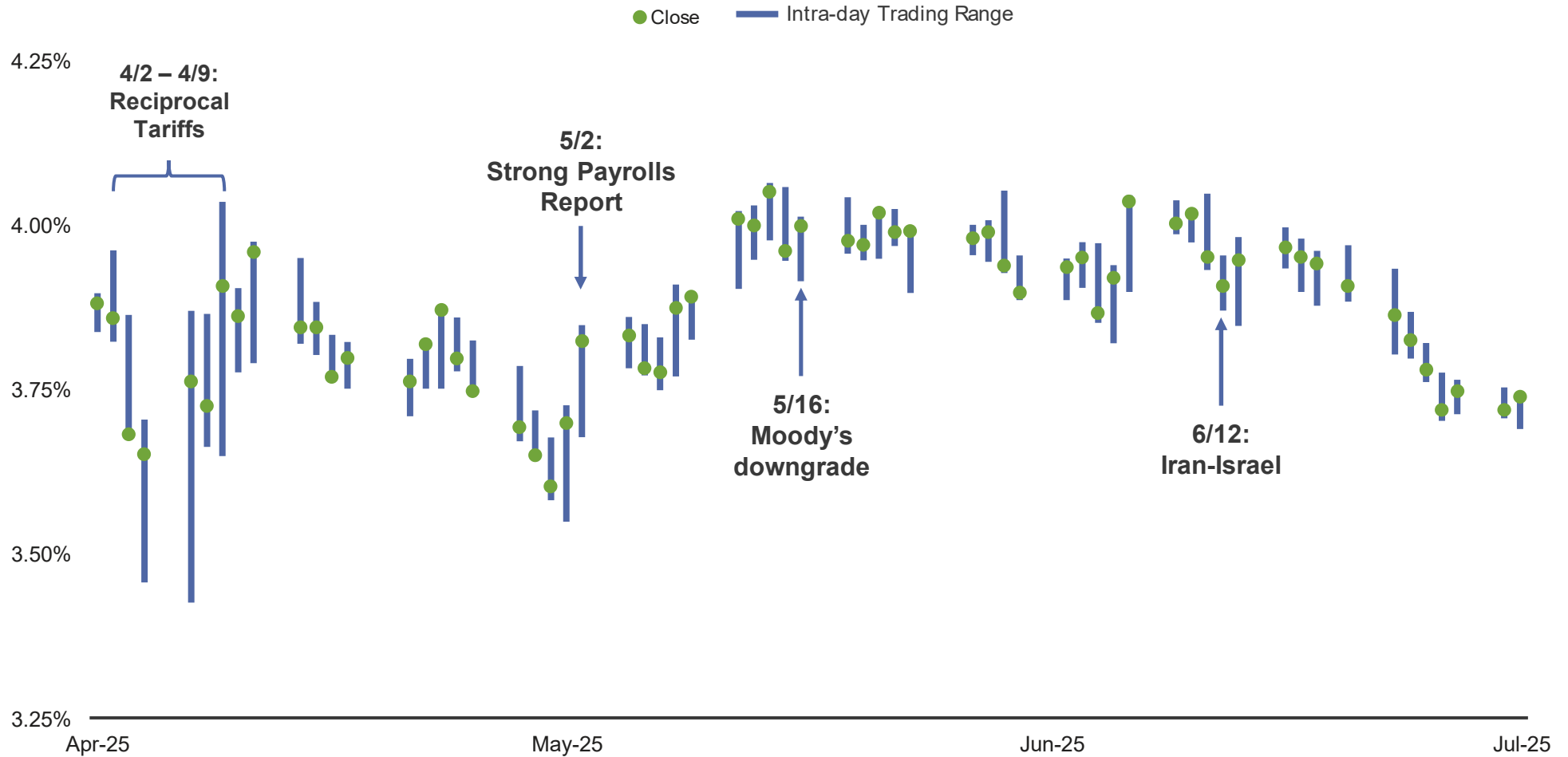


Source: FOMC Chair Jerome Powell Press Conference, June 18, 2025. Federal Reserve; Bloomberg Finance L.P. Individual dots represent each Fed members' judgement of the midpoint of the appropriate target range for the federal funds rate at each year-end. As of June 2025.

Treasury Volatility Wanes

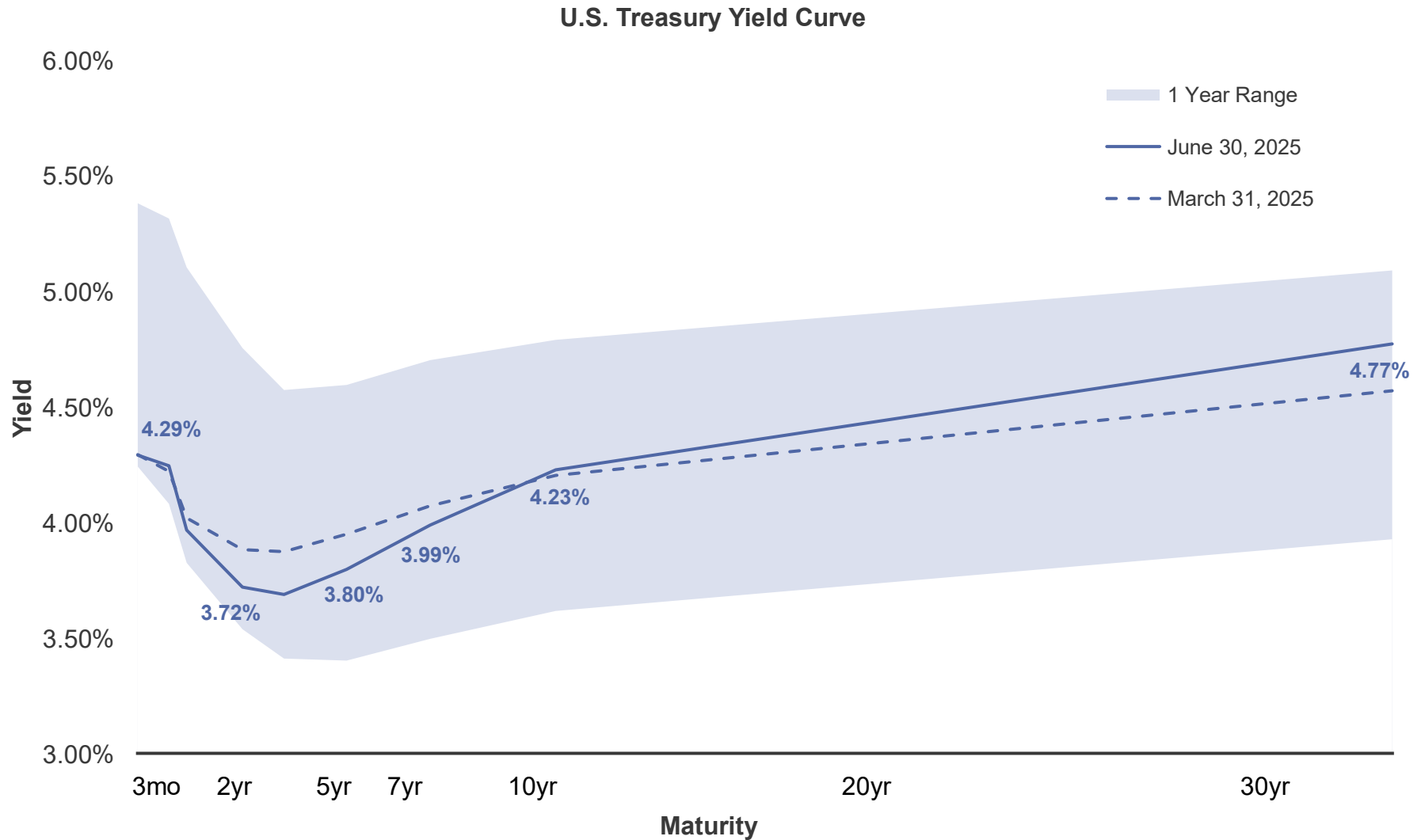
2-Year Treasury Yield

April 1, 2025 through July 1, 2025



Source: Bloomberg Finance L.P., as of July 1, 2025.

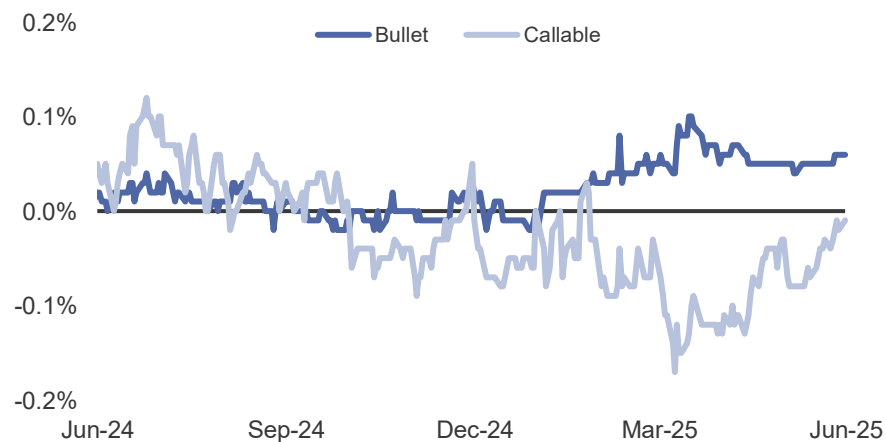
U.S. Treasury Yield Curve Steepens



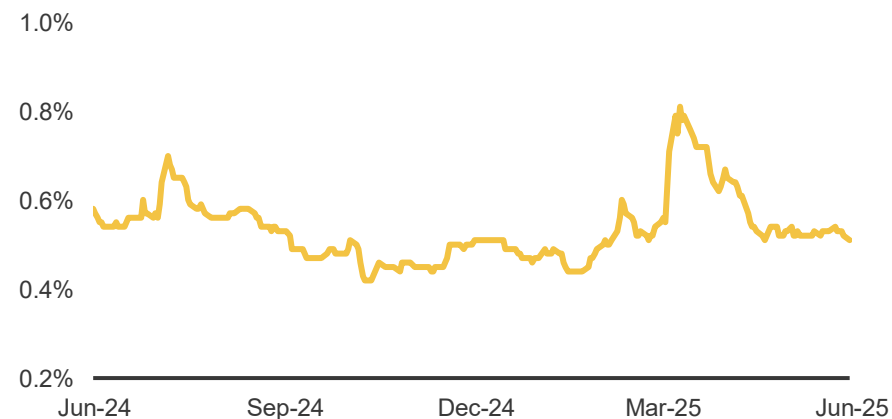
Source: Bloomberg Finance L.P., as of June 30, 2025.

Sector Yield Spreads

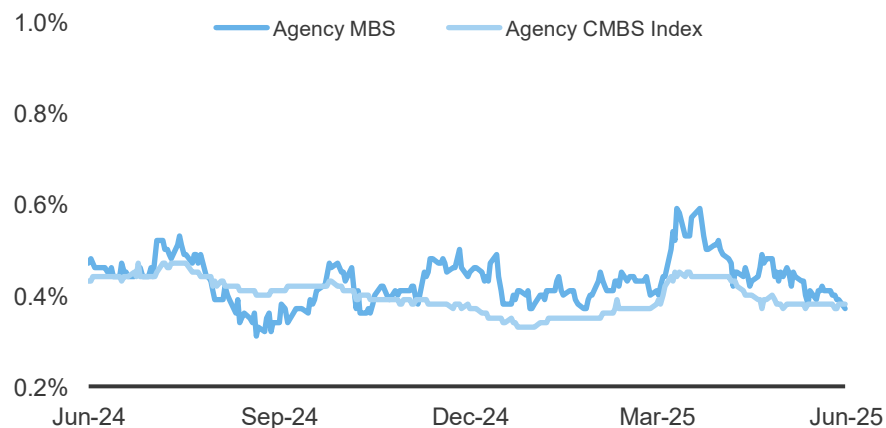
Federal Agency Yield Spreads



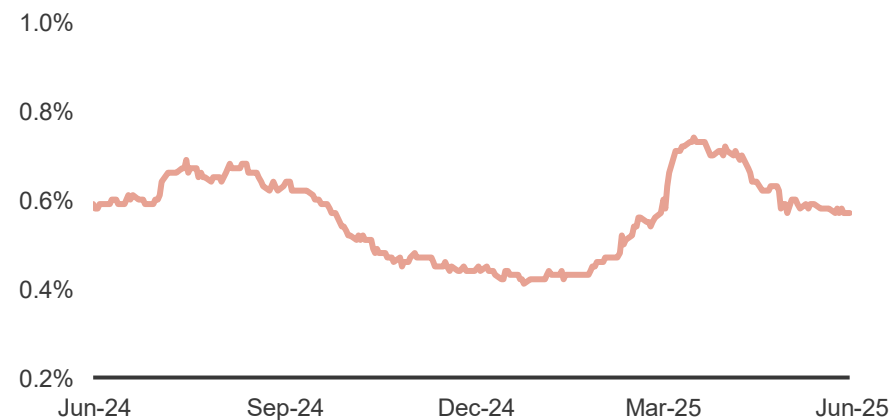
Corporate Notes A-AAA Yield Spreads



Mortgage-Backed Securities Yield Spreads

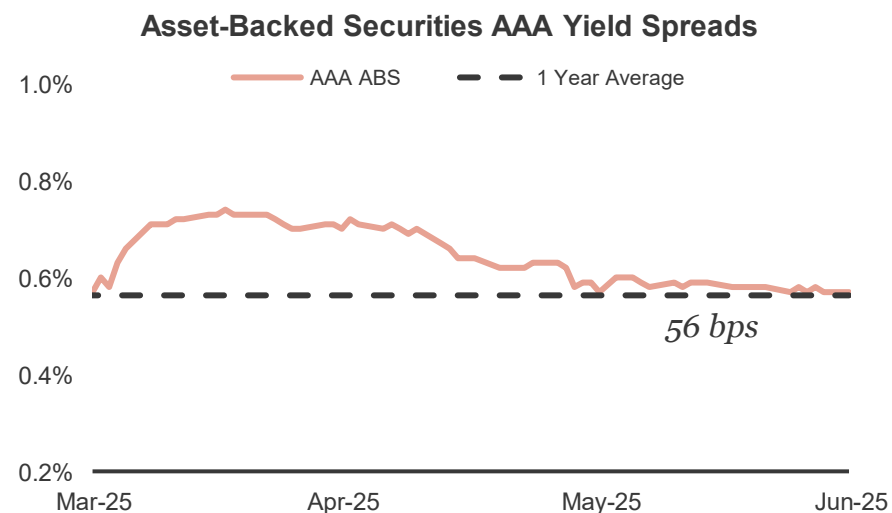
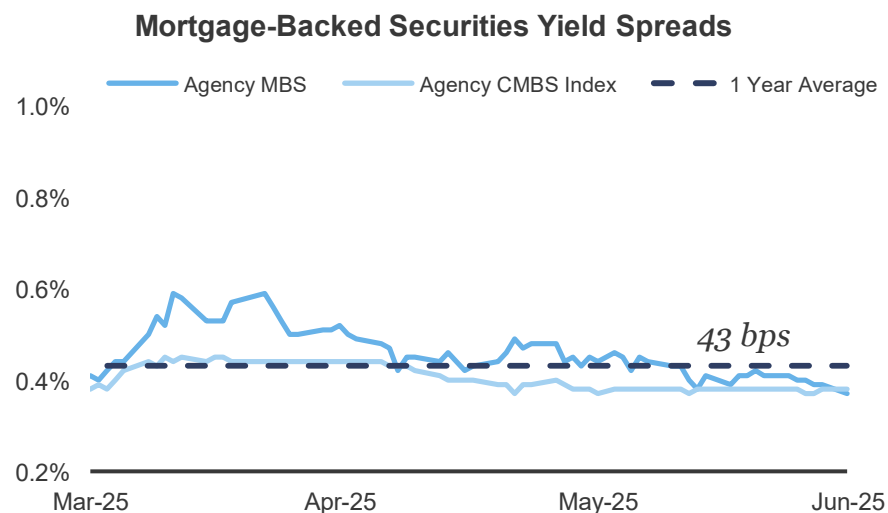
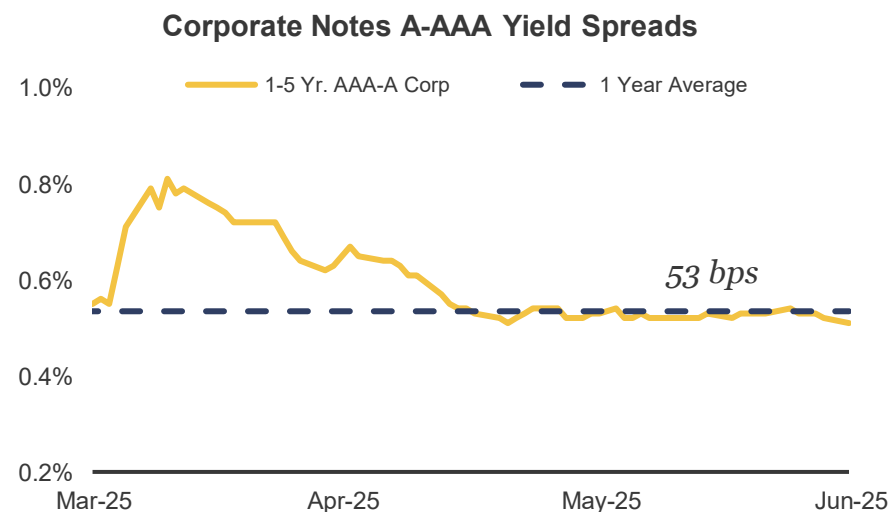
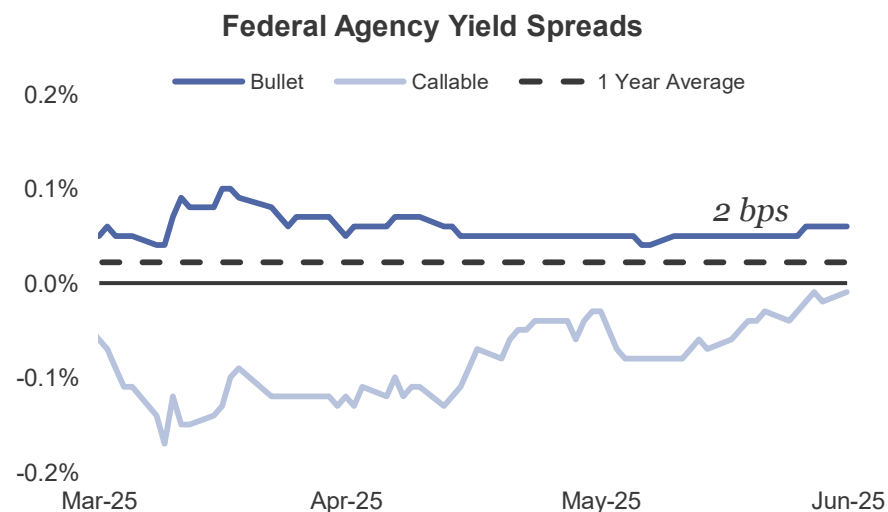


Asset-Backed Securities AAA Yield Spreads



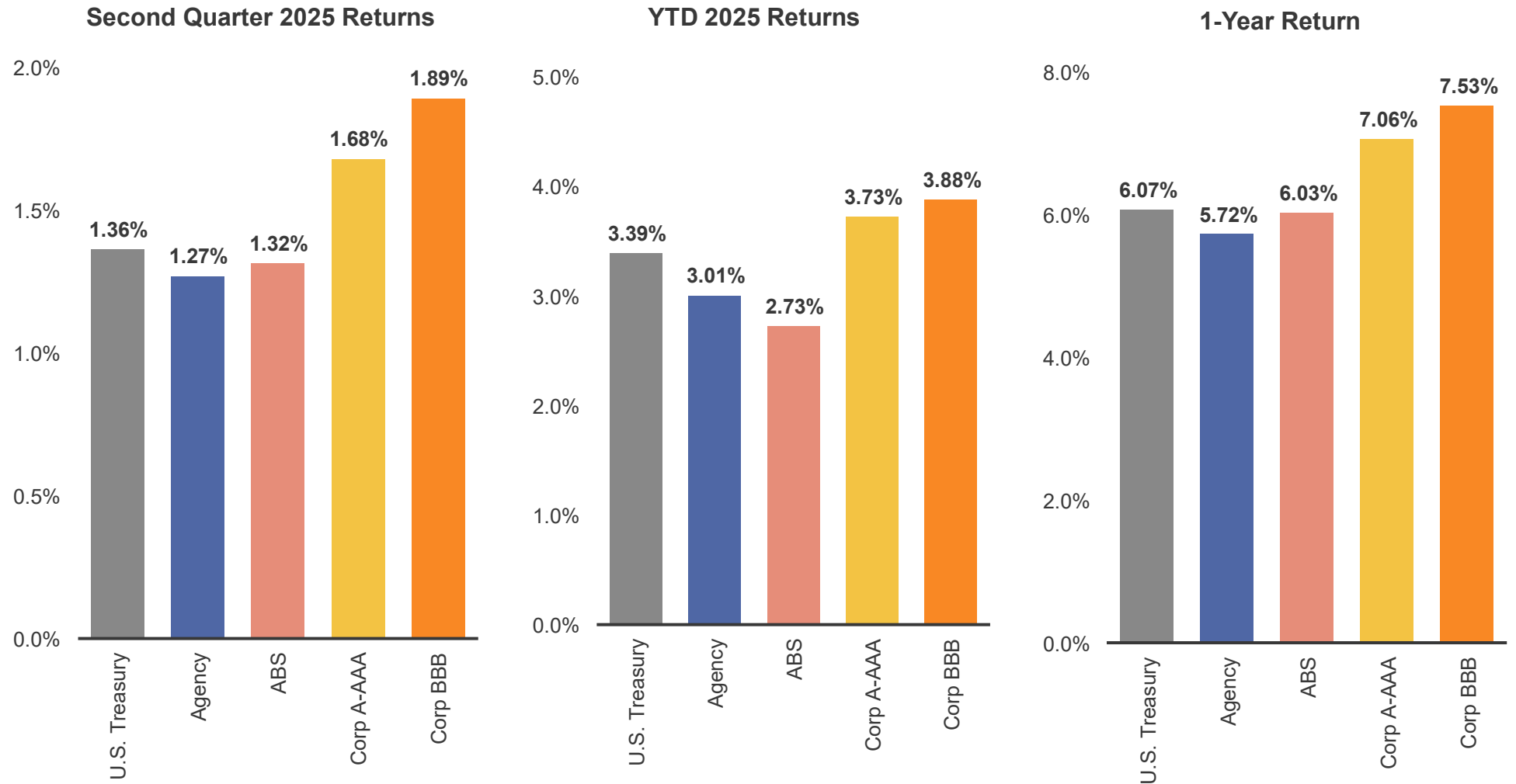
Source: ICE BofA 1-5 year Indices via Bloomberg Finance L.P. and PFMAM as of June 30, 2025. Spreads on ABS and MBS are option-adjusted spreads of 0-5 year indices based on weighted average life; spreads on agencies are relative to comparable maturity Treasuries. CMBS is Commercial Mortgage-Backed Securities and represented by the ICE BofA Agency CMBS Index.

Sector Yield Spreads



Source: ICE BofA 1-5 year Indices via Bloomberg Finance L.P. and PFMAM as of June 30, 2025. Spreads on ABS and MBS are option-adjusted spreads of 0-5 year indices based on weighted average life; spreads on agencies are relative to comparable maturity Treasuries. CMBS is Commercial Mortgage-Backed Securities and represented by the ICE BofA Agency CMBS Index.

Fixed-Income Index Total Returns in 2Q 2025 1-5 Year Indices



Source: ICE BofA Indices. ABS indices are 0-5 year, based on weighted average life. As of June 30, 2025.

Fixed-Income Sector Commentary – 2Q 2025

- ▶ The **Federal Open Market Committee (FOMC)** maintained the target range for the federal funds rate at 4.25-4.5% during both meetings in Q2, citing resilience in the labor market and marginal improvements in an otherwise sticky inflation picture.
- ▶ **U.S. Treasury** yields in the intermediate-term (2-7 years) moved lower over the quarter. The change in yields reflected ongoing market sensitivity to domestic policy uncertainty, with a continued focus on the potential impacts of taxes, tariffs, immigration, and deregulation. However, progress on trade negotiations and lower recession probabilities kept the declines in check. As a result of the Treasury rally, total returns were strong for the quarter.
- ▶ **Federal Agency & supranational** spreads remained low throughout Q2. Both sectors produced slightly positive excess returns for the quarter. Issuance remained light and the incremental income from the sectors is near zero.
- ▶ **Investment-Grade (IG) corporate bond** spreads spiked early in the quarter on tariff announcements, but as external stressors eased much of the widening retraced. Demand for new issuance remains strong while net issuance is predicted to decrease over the balance of the year. Lower-quality issuers outperformed as did banks and other financials.
- ▶ **Asset-Backed Securities** spreads retraced over quarter, but to a lesser degree than most other sectors. ABS showed the impact of the slower decrease in spreads by posting more modest excess returns over the quarter. We expect the sector to continue generating value from carry going forward.
- ▶ **Mortgage-Backed Securities** performance was strong across all structures and coupons as rate volatility moderated over the quarter. Likewise, **Agency-backed commercial MBS (CMBS)** also posted strong performance for the quarter and saw positive excess returns.
- ▶ **Short-term credit** (commercial paper and negotiable bank CDs) yields on the front end of the yield curve rose slightly in response to the approaching Treasury “X-Date” (estimated date for Treasury to exhaust funds under the debt ceiling) while yields fell modestly on the long end as demand shifted into longer-term Treasury notes. Yield spreads tightened over the quarter in response to moderated issuance and strong demand.

The views expressed within this material constitute the perspective and judgment of PFM Asset Management at the time of distribution (06/30/2025) and are subject to change. Information is obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management cannot guarantee its accuracy, completeness, or suitability.

Factors to Consider for 6-12 Months

Monetary Policy (Global):



- The Fed held rates steady in Q2 amid healthy labor markets and tariff-driven inflation concerns.
- The “dot plot” still signals 50 bps in cuts for 2025 but views have diverged as seven members are calling for no cuts in 2025.
- Other major central banks (except Japan) continued cutting rates as global inflation cools, though tariffs pose inflation risks and cloud the outlook.

Economic Growth (Global):



- U.S. growth turned negative in early 2025, driven by a historically high trade deficit and weaker consumer spending. Strong inventory build and fixed investment helped offset this weakness.
- The drag to GDP from net exports is expected to reverse, but declining consumer confidence may dampen spending and investment.
- Escalating trade and geopolitical tensions create the potential for slower global growth.

Inflation (U.S.):



- Inflation has moved closer to the Fed's 2% target, but tariff-driven price pressures may emerge as businesses deplete pre-tariff inventories.
- Fed Chair Powell said that he does expect tariffs to impact inflation but that the size, duration, and time of tariff effects are highly uncertain.

Financial Conditions (U.S.):



- Financial conditions swung sharply during the quarter as the tariff rollout caused equities to sell off, credit spreads to widen, and heightened Treasury volatility.
- The announcement of tariff pauses sparked a risk-on trade resulting in equities near record highs and credit spreads tightening beyond long-run averages.
- The evolving fiscal landscape and persistent uncertainty may lead to tightening financial conditions over the next 6-12 months.

Consumer Spending (U.S.):



- Consumer sentiment remains subdued due to expectations of higher prices, weaker labor markets, and tepid growth. Sentiment has improved slightly since April amid tariff negotiation progress but remains low.
- A sharp labor market downturn remains the biggest threat to consumer spending.
- Tariff-driven inflation increases present additional risks such as slower real wage growth and reduced spending.

Labor Markets (U.S.):



- The labor market remains healthy, though early signs of cooling are emerging, particularly in rising jobless claims.
- Monthly job gains have slowed but still match labor force growth. Slower population growth may lower the job creation rate needed to maintain stable unemployment.
- With hiring and quits rates low, any acceleration in layoffs may result in job seekers remaining unemployed for longer.

● Current outlook

○ Outlook one quarter ago

Stance Unfavorable to
Risk Assets

Negative

Slightly
Negative

Neutral

Slightly
Positive

Positive

Stance Favorable to
Risk Assets

Statements and opinions expressed about the next 6-12 months were developed based on our independent research with information obtained from Bloomberg Finance L.P. and FactSet. The views expressed within this material constitute the perspective and judgment of PFM Asset Management at the time of distribution (6/30/2025) and are subject to change. Information is obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management cannot guarantee its accuracy, completeness, or suitability.

Account Summary

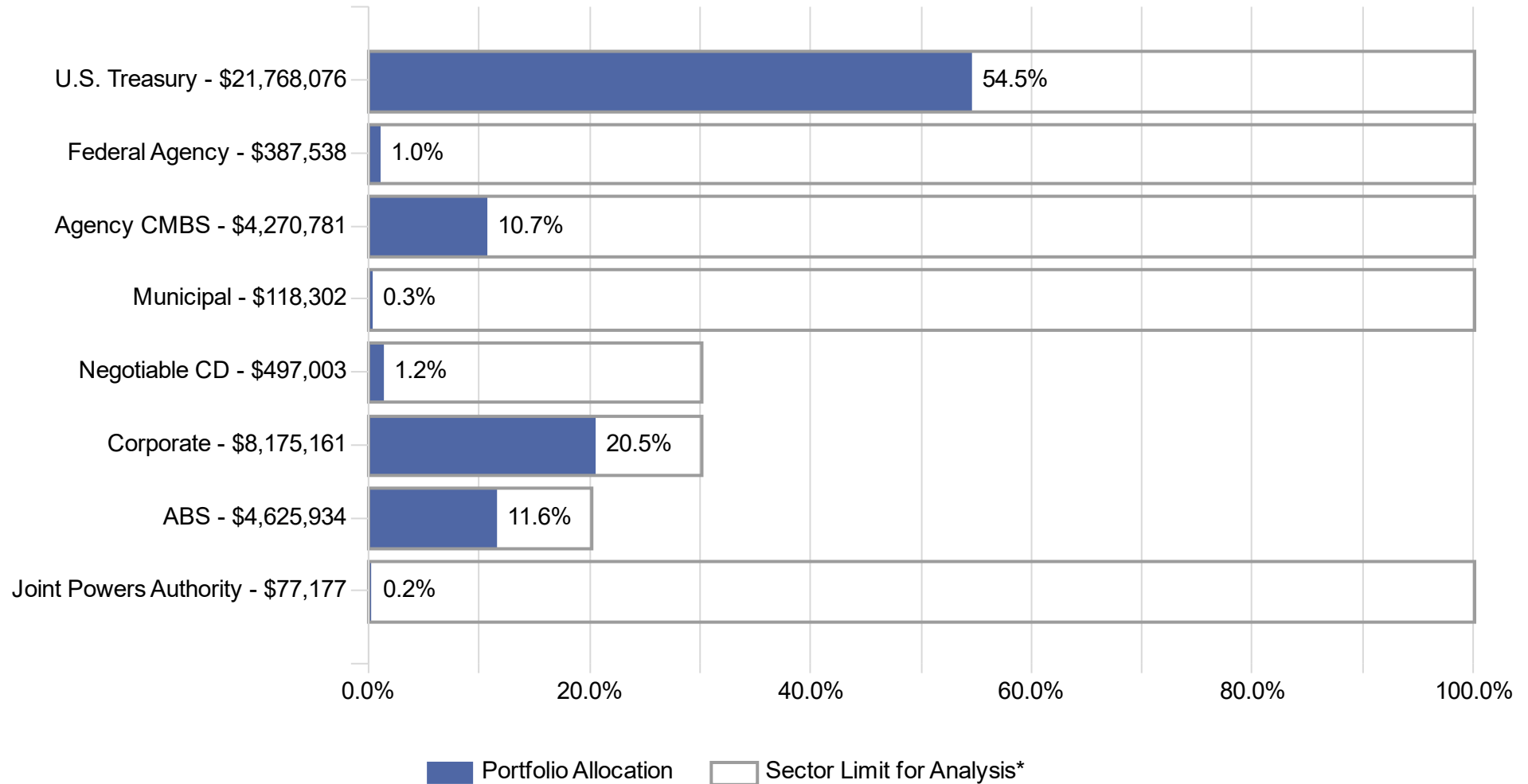
Account Summary

Fairfield-Suisun Sewer District - Fairfield-Suisun Sewer District - 6043-001			
Portfolio Values	June 30, 2025	Analytics ¹	June 30, 2025
CAMP Managed Account	\$39,581,920	Yield at Market	3.98%
CAMP Pool	\$77,177	Yield on Cost	4.21%
Amortized Cost	\$39,280,586	Portfolio Duration	2.45
Market Value	\$39,581,920	CAMP Pool 7-Day Yield	4.43%
Accrued Interest	\$260,875		
Cash	\$0		

1. Yield at market, yield on cost, and portfolio duration only include investments held within the separately managed account(s), excludes balances invested in overnight funds.

2. The current 7-day yield is the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical fund account with a balance of one share over the seven-day base period including the statement date, expressed as a percentage of the value of one share (normally \$1.00 per share) at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by 365 and dividing the result by 7. The yields quoted should not be considered a representation of the yield of the fund in the future, since the yield is not fixed.

Sector Allocation Analytics



For informational/analytical purposes only and is not provided for compliance assurance. Includes accrued interest.

*Sector Limit for Analysis is as derived from our interpretation of your most recent Investment Policy as provided.

Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
U.S. Treasury	54.6%	
United States Treasury	54.6%	AA / Aa / AA
Federal Agency	1.0%	
Federal Home Loan Banks	1.0%	AA / Aa / NR
Agency CMBS	10.7%	
Federal Home Loan Mortgage Corp	10.0%	AA / Aa / AA
Federal National Mortgage Association	0.7%	AA / Aa / AA
Municipal	0.3%	
California State University	0.1%	AA / Aa / NR
Los Angeles Unified School District/CA	0.1%	NR / Aa / AAA
Negotiable CD	1.2%	
Cooperatieve Rabobank UA	0.8%	A / Aa / AA
Groupe BPCE	0.5%	A / A / A
Corporate	20.5%	
Adobe Inc	0.7%	A / A / NR
Air Products and Chemicals Inc	0.4%	A / A / NR
Amazon.com Inc	0.4%	AA / A / AA
American Express Co	0.4%	A / A / A
Analog Devices Inc	0.7%	A / A / A
Bank of America Corp	0.7%	A / Aa / AA
Bank of New York Mellon Corp	0.2%	A / Aa / AA
BlackRock Inc	1.0%	AA / Aa / NR
BP PLC	0.5%	A / A / A
Bristol-Myers Squibb Co	0.5%	A / A / NR
Caterpillar Inc	0.5%	A / A / A
Cintas Corp	0.3%	A / A / NR

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	20.5%	
Cisco Systems Inc	0.3%	AA / A / NR
Citigroup Inc	1.2%	A / A / A
Colgate-Palmolive Co	0.3%	A / Aa / NR
Cummins Inc	0.1%	A / A / NR
Deere & Co	0.2%	A / A / A
Eli Lilly & Co	0.8%	A / Aa / NR
Goldman Sachs Group Inc	0.6%	A / A / A
Hershey Co	0.4%	A / A / NR
Home Depot Inc	0.4%	A / A / A
Honda Motor Co Ltd	0.6%	A / A / A
International Business Machines Corp	0.4%	A / A / A
Johnson & Johnson	0.1%	AAA / Aaa / NR
JPMorgan Chase & Co	0.5%	A / A / AA
Lockheed Martin Corp	0.2%	A / A / A
Merck & Co Inc	0.2%	A / Aa / NR
Meta Platforms Inc	0.4%	AA / Aa / NR
Morgan Stanley	0.7%	A / Aa / AA
National Australia Bank Ltd	0.6%	AA / Aa / NR
National Rural Utilities Cooperative Fi	0.6%	A / A / A
Northern Trust Corp	0.3%	A / A / A
PACCAR Inc	0.6%	A / A / NR
PepsiCo Inc	0.4%	A / A / NR
State Street Corp	0.8%	A / Aa / AA
Texas Instruments Inc	0.4%	A / Aa / NR
Toyota Motor Corp	0.6%	A / A / A
Truist Financial Corp	0.4%	A / Baa / A

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	20.5%	
Walmart Inc	0.9%	AA / Aa / AA
Wells Fargo & Co	1.2%	A / Aa / AA
ABS	11.6%	
American Express Co	1.2%	AAA / NR / AAA
BA Credit Card Trust	0.7%	AAA / Aaa / NR
BMW Vehicle Lease Trust	0.9%	AAA / Aaa / AAA
CarMax Inc	0.1%	AAA / NR / AAA
Citigroup Inc	0.9%	AAA / Aaa / NR
Ford Credit Auto Owner Trust	0.9%	AAA / Aaa / AAA
GM Financial Consumer Automobile Receiv	0.7%	AAA / Aaa / AAA
Honda Auto Receivables Owner Trust	0.6%	AAA / Aaa / AAA
Hyundai Auto Receivables Trust	0.5%	AAA / NR / AAA
JPMorgan Chase & Co	0.5%	AAA / NR / AAA
Mercedes-Benz Auto Receivables Trust	1.2%	AAA / Aaa / AAA
Nissan Auto Receivables Owner Trust	0.1%	NR / Aaa / AAA
Toyota Auto Receivables Owner Trust	0.4%	AAA / NR / AAA
Verizon Master Trust	0.7%	NR / Aaa / AAA
Volkswagen Auto Loan Enhanced Trust	0.6%	NR / Aaa / AAA
WF Card Issuance Trust	1.4%	AAA / Aaa / AAA
Total	100.0%	

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

Certificate of Compliance

During the reporting period for the quarter ended June 30, 2025, the account(s) managed by PFM Asset Management ("PFMAM") were in compliance with the applicable investment policy and guidelines as furnished to PFMAM.

Acknowledged : *PFM Asset Management, a division of U.S. Bancorp Asset Management, Inc.*

Note: Pre- and post-trade compliance for the account(s) managed by PFM Asset Management is provided via Bloomberg Financial LP Asset and Investment Management ("AIM").

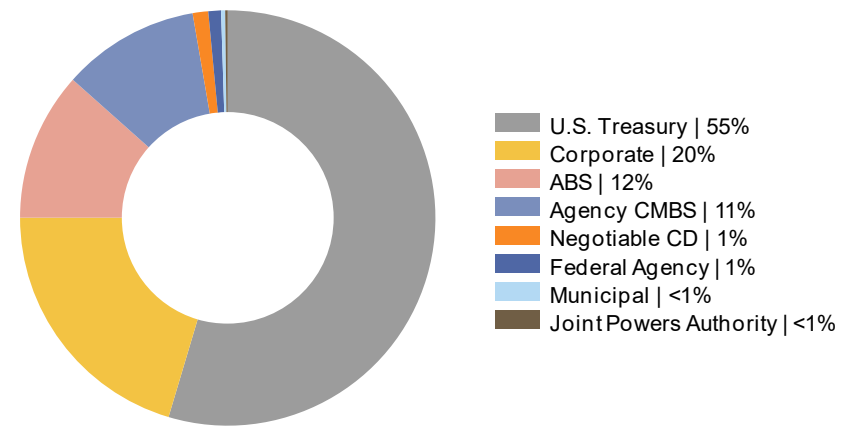
Portfolio Review: CAMP-FAIRFIELD-SUISUN SEWER DISTRICT

Portfolio Snapshot - CAMP-FAIRFIELD-SUISUN SEWER DISTRICT¹

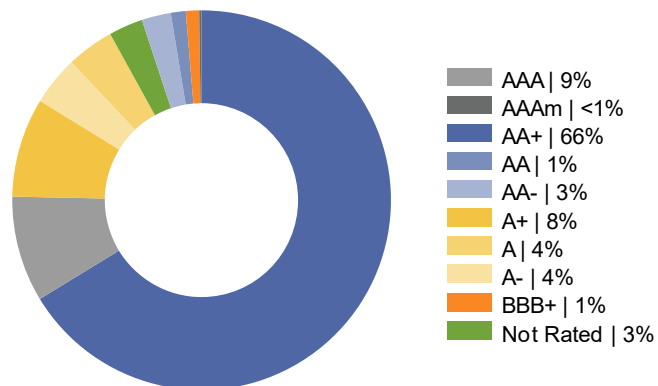
Portfolio Statistics

Total Market Value	\$39,919,971.70
Managed Account Sub-Total	\$39,581,919.99
Accrued Interest	\$260,874.98
Pool	\$77,176.73
Portfolio Effective Duration	2.45 years
Benchmark Effective Duration	2.48 years
Yield At Cost	4.21%
Yield At Market	3.98%
Portfolio Credit Quality	AA

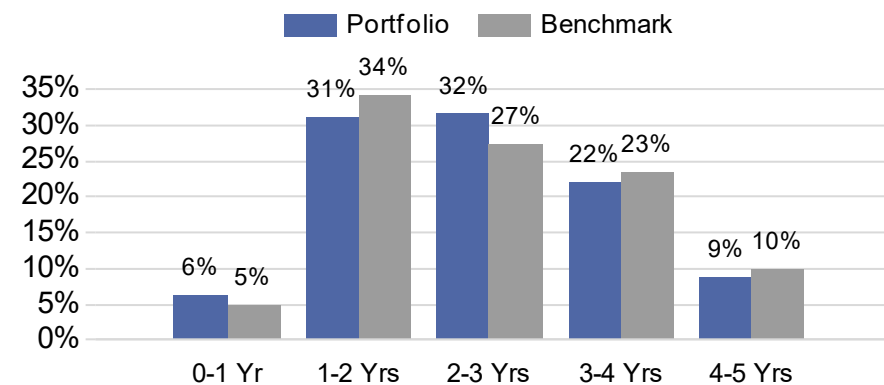
Sector Allocation



Credit Quality - S&P



Duration Distribution



1. Total market value includes accrued interest and balances invested in CAMP, as of June 30, 2025.

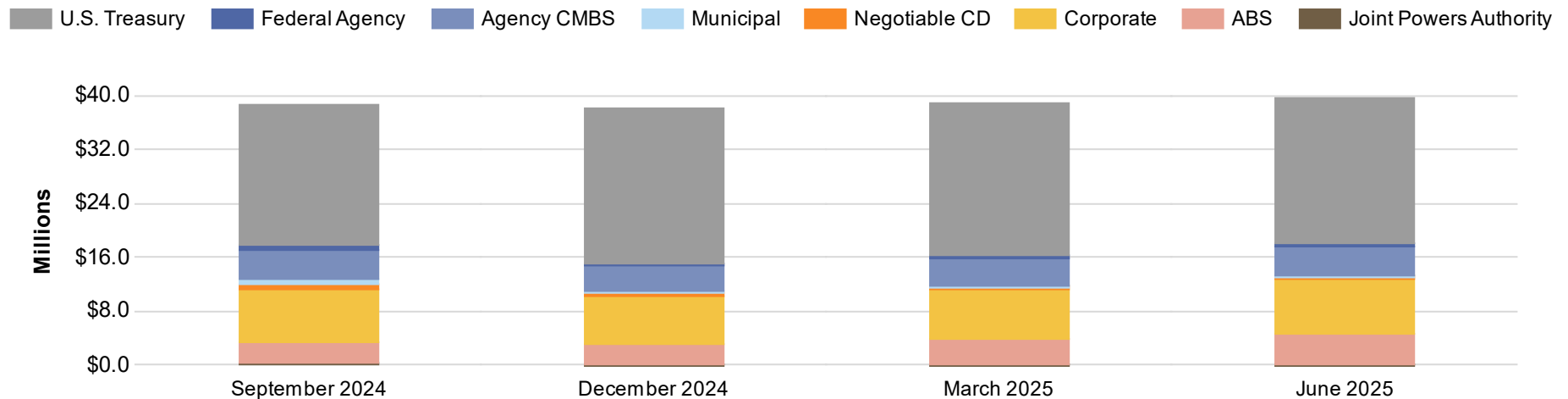
Yield and duration calculations exclude balances invested in CAMP.

The portfolio's benchmark is currently the 1-5 Year U.S. Treasury Index. Source: Bloomberg Financial LP.

An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.

Sector Allocation Review - CAMP-FAIRFIELD-SUISUN SEWER DISTRICT

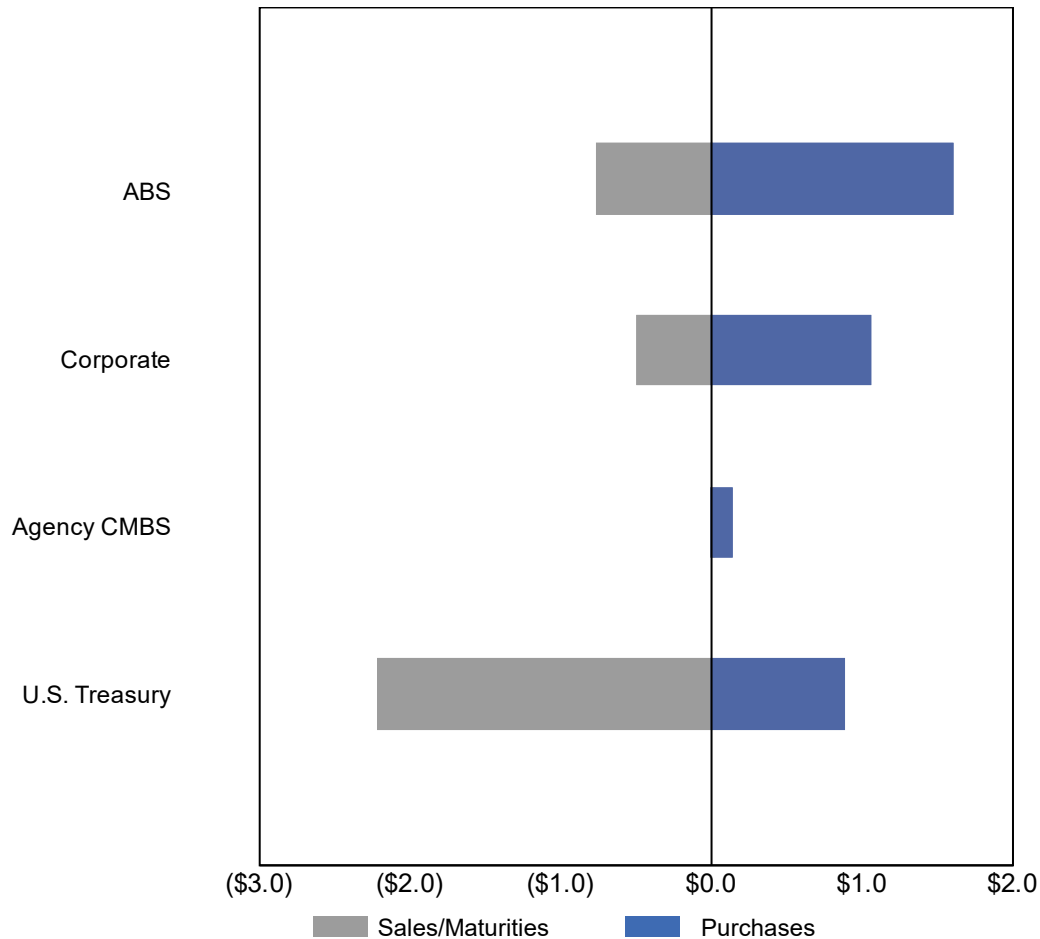
Security Type	Sep-24	% of Total	Dec-24	% of Total	Mar-25	% of Total	Jun-25	% of Total
U.S. Treasury	\$20.8	53.9%	\$23.1	60.3%	\$22.8	58.2%	\$21.6	54.6%
Federal Agency	\$0.8	2.1%	\$0.4	1.0%	\$0.4	1.0%	\$0.4	1.0%
Agency CMBS	\$4.2	11.0%	\$3.8	10.0%	\$4.1	10.5%	\$4.3	10.7%
Municipal	\$0.7	1.8%	\$0.1	0.3%	\$0.1	0.3%	\$0.1	0.3%
Negotiable CD	\$0.7	1.9%	\$0.5	1.3%	\$0.5	1.2%	\$0.5	1.2%
Corporate	\$7.9	20.6%	\$7.2	18.9%	\$7.5	19.1%	\$8.1	20.4%
ABS	\$3.2	8.3%	\$3.0	7.9%	\$3.8	9.6%	\$4.6	11.6%
Joint Powers Authority	\$0.2	0.4%	\$0.1	0.3%	\$0.0	0.1%	\$0.1	0.2%
Total	\$38.6	100.0%	\$38.3	100.0%	\$39.1	100.0%	\$39.7	100.0%



Market values, excluding accrued interest. Only includes fixed-income securities held within the separately managed account(s) and LGIPs managed by PFMAM. Detail may not add to total due to rounding.

Portfolio Activity - CAMP-FAIRFIELD-SUISUN SEWER DISTRICT

Net Activity by Sector
(\$ millions)

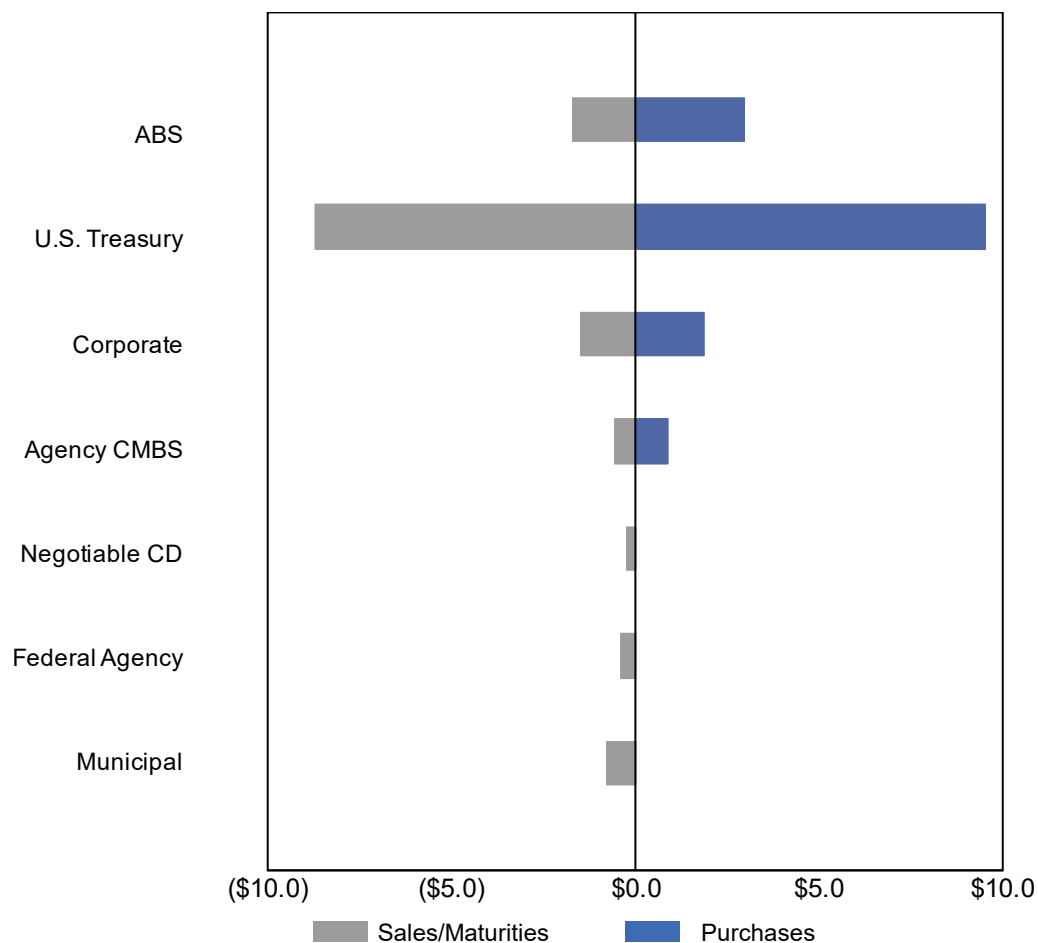


Sector	Net Activity
ABS	\$846,825
Corporate	\$572,512
Agency CMBS	\$138,736
U.S. Treasury	(\$1,322,324)
Total Net Activity	\$235,749

Based on total proceeds (principal and accrued interest) of buys, sells, maturities, and principal paydowns. Detail may not add to total due to rounding.

Portfolio Activity (12 Months) - CAMP-FAIRFIELD-SUISUN SEWER DISTRICT

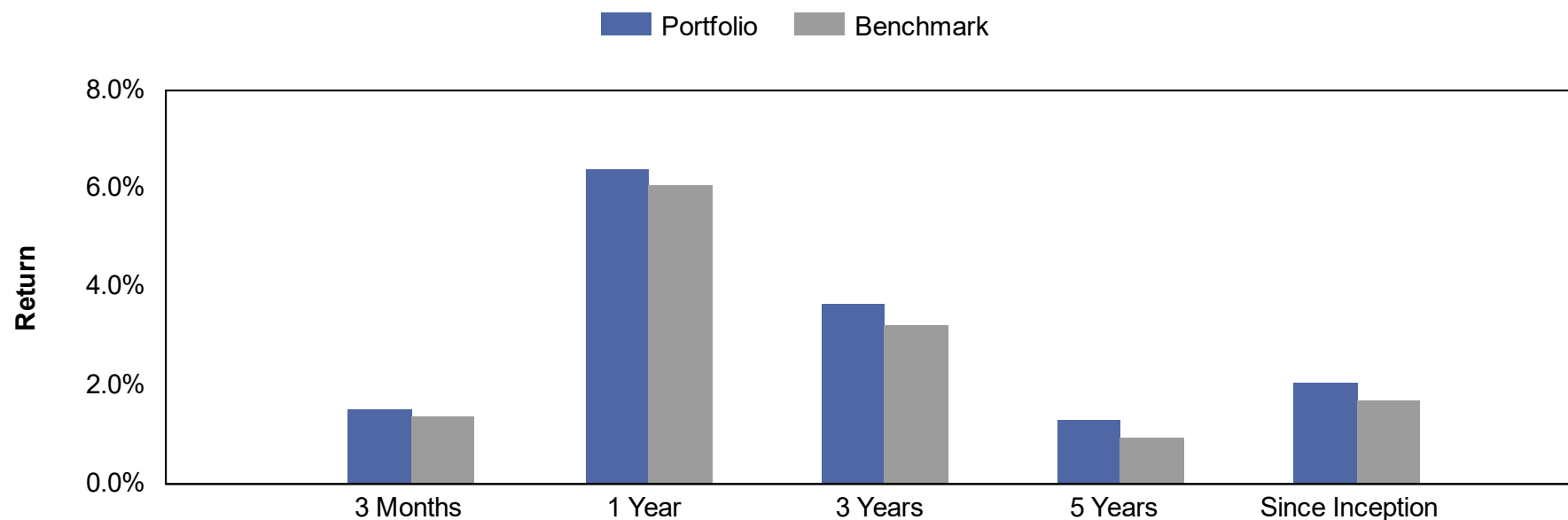
Net Activity by Sector
(\$ millions)



Sector	Net Activity
ABS	\$1,278,653
U.S. Treasury	\$781,017
Corporate	\$364,142
Agency CMBS	\$280,148
Negotiable CD	(\$252,893)
Federal Agency	(\$409,765)
Municipal	(\$756,154)
Total Net Activity	\$1,285,146

Based on total proceeds (principal and accrued interest) of buys, sells, maturities, and principal paydowns. Detail may not add to total due to rounding.

Portfolio Performance



Market Value Basis Earnings	3 Months	1 Year	3 Years	5 Years	Since Inception ¹
Interest Earned ²	\$330,915	\$1,247,522	\$2,643,097	\$3,322,643	\$4,652,976
Change in Market Value	\$270,884	\$1,152,489	\$1,225,020	(\$468,164)	\$346,585
Total Dollar Return	\$601,799	\$2,400,011	\$3,868,117	\$2,854,479	\$4,999,561
Total Return³					
Portfolio	1.53%	6.40%	3.64%	1.31%	2.05%
Benchmark ⁴	1.36%	6.07%	3.23%	0.93%	1.68%

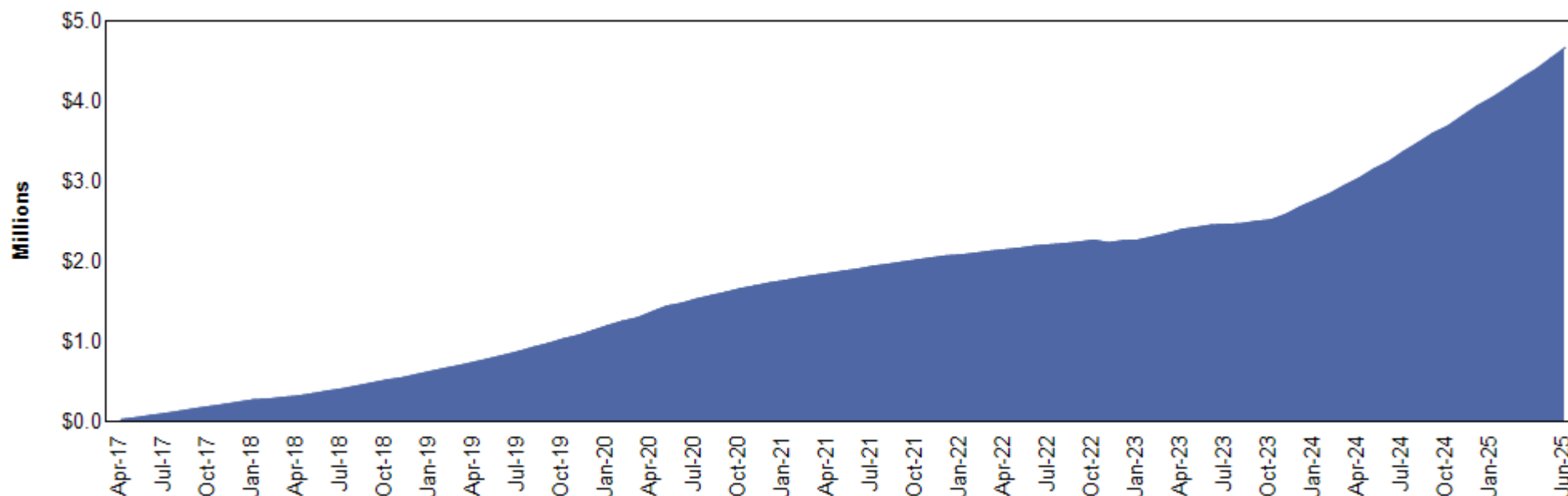
1. The lesser of 10 years or since inception is shown. Since inception returns for periods one year or less are not shown. Performance inception date is March 31, 2017.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Returns for periods one year or less are presented on a periodic basis. Returns for periods greater than one year are presented on an annualized basis.

4. The portfolio's benchmark is currently the 1-5 Year U.S. Treasury Index. Source: Bloomberg Financial LP.

Accrual Basis Earnings - CAMP-FAIRFIELD-SUISUN SEWER DISTRICT



Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	Since Inception ¹
Interest Earned ²	\$330,915	\$1,247,522	\$2,643,097	\$3,322,643	\$4,652,976
Realized Gains / (Losses) ³	(\$25,350)	(\$131,672)	(\$780,613)	(\$679,961)	(\$614,538)
Change in Amortized Cost	\$79,126	\$308,590	\$617,783	\$554,433	\$631,999
Total Earnings	\$384,690	\$1,424,440	\$2,480,268	\$3,197,114	\$4,670,437

1. The lesser of 10 years or since inception is shown. Performance inception date is March 31, 2017.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Realized gains / (losses) are shown on an amortized cost basis.

Portfolio Holdings and Transactions: CAMP-FAIRFIELD-SUISUN SEWER DISTRICT

Issuer Distribution As of June 30, 2025

Issuer	Market Value (\$)	% of Portfolio
UNITED STATES TREASURY	21,646,089	54.57 %
FEDERAL HOME LOAN MORTGAGE CORP	3,970,067	10.01 %
CITIGROUP INC	855,331	2.16 %
AMERICAN EXPRESS CO	655,921	1.65 %
WF CARD ISSUANCE TRUST	570,563	1.44 %
MERCEDES-BENZ AUTO RECEIVABLES TRUST	494,020	1.25 %
WELLS FARGO & CO	479,214	1.21 %
BLACKROCK INC	408,428	1.03 %
JPMORGAN CHASE & CO	403,724	1.02 %
FEDERAL HOME LOAN BANKS	382,335	0.96 %
BMW VEHICLE LEASE TRUST	359,367	0.91 %
FORD CREDIT AUTO OWNER TRUST	359,292	0.91 %
WALMART INC	351,373	0.89 %
COOPERATIEVE RABOBANK UA	304,169	0.77 %
STATE STREET CORP	303,857	0.77 %
MORGAN STANLEY	296,075	0.75 %
ELI LILLY & CO	293,865	0.74 %
ANALOG DEVICES INC	288,192	0.73 %
FEDERAL NATIONAL MORTGAGE ASSOCIATION	286,548	0.72 %
BA CREDIT CARD TRUST	284,117	0.72 %
BANK OF AMERICA CORP	283,965	0.72 %
VERIZON MASTER TRUST	281,201	0.71 %
GM FINANCIAL CONSUMER AUTOMOBILE RECEIV	278,077	0.70 %
ADOBE INC	277,802	0.70 %

Issuer	Market Value (\$)	% of Portfolio
NATIONAL AUSTRALIA BANK LTD	256,087	0.65 %
NATIONAL RURAL UTILITIES COOPERATIVE FI	238,709	0.60 %
VOLKSWAGEN AUTO LOAN ENHANCED TRUST	231,681	0.58 %
HONDA AUTO RECEIVABLES OWNER TRUST	226,350	0.57 %
PACCAR INC	223,978	0.56 %
HONDA MOTOR CO LTD	223,113	0.56 %
GOLDMAN SACHS GROUP INC	221,805	0.56 %
TOYOTA MOTOR CORP	219,141	0.55 %
BRISTOL-MYERS SQUIBB CO	215,425	0.54 %
CATERPILLAR INC	211,553	0.53 %
HYUNDAI AUTO RECEIVABLES TRUST	210,573	0.53 %
BP PLC	203,644	0.51 %
GROUPE BPCE	178,092	0.45 %
PEPSICO INC	167,542	0.42 %
AIR PRODUCTS AND CHEMICALS INC	167,364	0.42 %
HERSHEY CO	162,504	0.41 %
HOME DEPOT INC	158,056	0.40 %
TRUIST FINANCIAL CORP	156,420	0.39 %
AMAZON.COM INC	151,982	0.38 %
INTERNATIONAL BUSINESS MACHINES CORP	149,924	0.38 %
META PLATFORMS INC	142,549	0.36 %
TEXAS INSTRUMENTS INC	142,344	0.36 %
TOYOTA AUTO RECEIVABLES OWNER TRUST	140,844	0.36 %
CISCO SYSTEMS INC	128,069	0.32 %
COLGATE-PALMOLIVE CO	110,421	0.28 %
CINTAS CORP	110,247	0.28 %
NORTHERN TRUST CORP	99,868	0.25 %

Issuer	Market Value (\$)	% of Portfolio
BANK OF NEW YORK MELLON CORP	96,947	0.24 %
LOCKHEED MARTIN CORP	85,954	0.22 %
CAMP POOL	77,177	0.19 %
DEERE & CO	71,702	0.18 %
MERCK & CO INC	70,307	0.18 %
CALIFORNIA STATE UNIVERSITY	59,303	0.15 %
LOS ANGELES UNIFIED SCHOOL DISTRICT/CA	58,476	0.15 %
JOHNSON & JOHNSON	55,923	0.14 %
CARMAX INC	50,949	0.13 %
NISSAN AUTO RECEIVABLES OWNER TRUST	50,392	0.13 %
CUMMINS INC	20,089	0.05 %
Grand Total	39,659,097	100.00 %

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY N/B DTD 08/02/2021 0.625% 07/31/2026	91282CCP4	80,000.00	AA+	Aa1	1/3/2022	1/5/2022	77,531.25	1.32	208.56	79,415.37	77,178.16
US TREASURY N/B DTD 08/02/2021 0.625% 07/31/2026	91282CCP4	195,000.00	AA+	Aa1	9/3/2024	9/5/2024	183,193.36	3.96	508.37	188,172.38	188,121.77
US TREASURY N/B DTD 08/15/2016 1.500% 08/15/2026	9128282A7	150,000.00	AA+	Aa1	5/2/2022	5/4/2022	140,912.11	3.02	845.30	147,617.62	145,974.60
US TREASURY N/B DTD 08/15/2016 1.500% 08/15/2026	9128282A7	500,000.00	AA+	Aa1	8/28/2024	8/29/2024	477,460.94	3.91	2,817.68	486,883.11	486,582.00
US TREASURY N/B DTD 09/03/2024 3.750% 08/31/2026	91282CLH2	150,000.00	AA+	Aa1	10/21/2024	10/22/2024	149,214.84	4.04	1,880.10	149,500.49	149,636.70
US TREASURY N/B DTD 08/31/2021 0.750% 08/31/2026	91282CCW9	500,000.00	AA+	Aa1	1/21/2022	1/24/2022	482,480.47	1.54	1,253.40	495,557.55	481,894.50
US TREASURY N/B DTD 09/30/2021 0.875% 09/30/2026	91282CCZ2	55,000.00	AA+	Aa1	10/1/2021	10/6/2021	54,828.13	0.94	120.97	54,956.94	52,978.31
US TREASURY N/B DTD 11/01/2021 1.125% 10/31/2026	91282CDG3	450,000.00	AA+	Aa1	11/1/2021	11/3/2021	447,908.20	1.22	852.92	449,441.19	433,916.10
US TREASURY N/B DTD 11/15/2023 4.625% 11/15/2026	91282CJK8	700,000.00	AA+	Aa1	12/19/2023	12/20/2023	708,777.34	4.16	4,134.85	704,277.77	706,753.60
US TREASURY N/B DTD 11/15/2016 2.000% 11/15/2026	912828U24	365,000.00	AA+	Aa1	12/2/2024	12/5/2024	349,972.27	4.23	932.34	354,274.80	355,889.24
US TREASURY N/B DTD 11/15/2016 2.000% 11/15/2026	912828U24	325,000.00	AA+	Aa1	11/1/2024	11/5/2024	311,530.27	4.15	830.16	315,765.20	316,887.68
US TREASURY N/B DTD 12/31/2024 4.250% 12/31/2026	91282CME8	650,000.00	AA+	Aa1	1/2/2025	1/7/2025	650,304.69	4.22	75.07	650,233.39	653,732.30
US TREASURY N/B DTD 12/31/2021 1.250% 12/31/2026	91282CDQ1	150,000.00	AA+	Aa1	1/3/2022	1/5/2022	149,296.87	1.35	5.10	149,788.40	144,380.85
US TREASURY N/B DTD 02/15/2017 2.250% 02/15/2027	912828V98	320,000.00	AA+	Aa1	7/1/2022	7/6/2022	310,575.00	2.94	2,704.97	316,677.48	312,175.04
US TREASURY N/B DTD 02/15/2017 2.250% 02/15/2027	912828V98	200,000.00	AA+	Aa1	8/1/2022	8/5/2022	195,914.06	2.73	1,690.61	198,533.51	195,109.40

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY N/B DTD 02/15/2017 2.250% 02/15/2027	912828V98	250,000.00	AA+	Aa1	6/2/2022	6/6/2022	242,470.70	2.94	2,113.26	247,392.19	243,886.75
US TREASURY N/B DTD 03/02/2020 1.125% 02/28/2027	912828ZB9	250,000.00	AA+	Aa1	9/6/2023	9/8/2023	222,246.09	4.62	940.05	236,724.49	239,267.50
US TREASURY N/B DTD 03/31/2022 2.500% 03/31/2027	91282CEF4	250,000.00	AA+	Aa1	3/3/2025	3/5/2025	242,519.53	4.02	1,571.04	243,647.94	244,648.50
US TREASURY N/B DTD 03/31/2022 2.500% 03/31/2027	91282CEF4	275,000.00	AA+	Aa1	5/18/2023	5/24/2023	262,603.52	3.77	1,728.14	269,378.85	269,113.35
US TREASURY N/B DTD 05/02/2022 2.750% 04/30/2027	91282CEN7	200,000.00	AA+	Aa1	12/19/2023	12/20/2023	191,679.69	4.09	926.63	195,470.28	196,437.60
US TREASURY N/B DTD 05/15/2017 2.375% 05/15/2027	912828X88	300,000.00	AA+	Aa1	8/10/2022	8/12/2022	293,367.19	2.88	909.99	297,391.93	292,546.80
US TREASURY N/B DTD 05/15/2017 2.375% 05/15/2027	912828X88	530,000.00	AA+	Aa1	11/1/2022	11/4/2022	488,904.30	4.28	1,607.64	513,019.74	516,832.68
US TREASURY N/B DTD 08/01/2022 2.750% 07/31/2027	91282CFB2	220,000.00	AA+	Aa1	1/2/2024	1/5/2024	210,778.91	4.02	2,523.62	214,621.62	215,686.02
US TREASURY N/B DTD 08/15/2017 2.250% 08/15/2027	9128282R0	400,000.00	AA+	Aa1	12/6/2023	12/7/2023	373,031.25	4.24	3,381.22	384,483.46	387,953.20
US TREASURY N/B DTD 08/15/2017 2.250% 08/15/2027	9128282R0	200,000.00	AA+	Aa1	11/1/2022	11/4/2022	182,875.00	4.25	1,690.61	192,394.34	193,976.60
US TREASURY N/B DTD 08/31/2020 0.500% 08/31/2027	91282CAH4	55,000.00	AA+	Aa1	12/5/2022	12/7/2022	47,280.66	3.77	91.92	51,466.44	51,339.09
US TREASURY N/B DTD 08/31/2020 0.500% 08/31/2027	91282CAH4	300,000.00	AA+	Aa1	10/1/2024	10/3/2024	275,238.28	3.51	501.36	281,331.50	280,031.40
US TREASURY N/B DTD 09/30/2020 0.375% 09/30/2027	91282CAL5	135,000.00	AA+	Aa1	10/28/2024	10/31/2024	121,336.52	4.09	127.25	124,322.05	125,333.73
US TREASURY N/B DTD 09/30/2020 0.375% 09/30/2027	91282CAL5	250,000.00	AA+	Aa1	11/1/2024	11/5/2024	224,375.00	4.16	235.66	229,879.89	232,099.50
US TREASURY N/B DTD 11/15/2017 2.250% 11/15/2027	9128283F5	600,000.00	AA+	Aa1	1/30/2023	1/31/2023	562,101.56	3.70	1,724.18	581,213.29	580,125.00
US TREASURY N/B DTD 01/03/2023 3.875% 12/31/2027	91282CGC9	200,000.00	AA+	Aa1	11/1/2024	11/5/2024	198,351.56	4.16	21.06	198,676.61	200,836.00
US TREASURY N/B DTD 01/03/2023 3.875% 12/31/2027	91282CGC9	625,000.00	AA+	Aa1	4/13/2023	4/14/2023	635,424.80	3.49	65.81	630,527.20	627,612.50

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY N/B DTD 01/31/2023 3.500% 01/31/2028	91282CGH8	700,000.00	AA+	Aa1	12/19/2023	12/20/2023	686,574.22	4.01	10,219.61	691,567.57	696,363.50
US TREASURY N/B DTD 03/31/2023 3.625% 03/31/2028	91282CGT2	115,000.00	AA+	Aa1	3/4/2025	3/5/2025	114,164.45	3.88	1,047.88	114,248.04	114,784.38
US TREASURY N/B DTD 04/30/2021 1.250% 04/30/2028	91282CBZ3	170,000.00	AA+	Aa1	3/26/2024	3/28/2024	150,589.45	4.33	358.02	156,565.92	158,857.01
US TREASURY N/B DTD 04/30/2021 1.250% 04/30/2028	91282CBZ3	75,000.00	AA+	Aa1	6/1/2023	6/5/2023	66,632.81	3.76	157.95	70,169.36	70,083.98
US TREASURY N/B DTD 05/15/2018 2.875% 05/15/2028	9128284N7	490,000.00	AA+	Aa1	12/19/2023	12/20/2023	467,969.14	4.00	1,799.22	475,627.88	478,994.11
US TREASURY N/B DTD 06/30/2021 1.250% 06/30/2028	91282CCH2	735,000.00	AA+	Aa1	10/31/2023	11/1/2023	625,869.73	4.85	24.97	664,831.09	684,181.37
US TREASURY N/B DTD 08/02/2021 1.000% 07/31/2028	91282CCR0	630,000.00	AA+	Aa1	11/29/2023	11/30/2023	543,473.44	4.28	2,627.90	572,856.95	580,707.54
US TREASURY N/B DTD 08/15/2018 2.875% 08/15/2028	9128284V9	625,000.00	AA+	Aa1	4/9/2024	4/11/2024	587,036.13	4.43	6,750.69	597,705.25	609,545.63
US TREASURY N/B DTD 08/15/2018 2.875% 08/15/2028	9128284V9	190,000.00	AA+	Aa1	1/4/2024	1/5/2024	180,937.89	4.02	2,052.21	183,859.94	185,301.87
US TREASURY N/B DTD 08/31/2021 1.125% 08/31/2028	91282CCV1	500,000.00	AA+	Aa1	12/6/2023	12/7/2023	435,117.19	4.18	1,880.10	456,582.18	461,601.50
US TREASURY N/B DTD 08/31/2021 1.125% 08/31/2028	91282CCV1	125,000.00	AA+	Aa1	9/6/2023	9/8/2023	106,455.08	4.48	470.02	113,204.25	115,400.38
US TREASURY N/B DTD 11/01/2021 1.375% 10/31/2028	91282CDF5	225,000.00	AA+	Aa1	1/2/2024	1/5/2024	199,836.91	3.95	521.23	207,595.89	208,590.75
US TREASURY N/B DTD 11/01/2021 1.375% 10/31/2028	91282CDF5	230,000.00	AA+	Aa1	3/1/2024	3/5/2024	202,849.22	4.19	532.81	210,558.70	213,226.10
US TREASURY N/B DTD 11/01/2021 1.375% 10/31/2028	91282CDF5	140,000.00	AA+	Aa1	2/29/2024	3/5/2024	123,046.88	4.27	324.32	127,860.73	129,789.80
US TREASURY N/B DTD 11/15/2018 3.125% 11/15/2028	9128285M8	500,000.00	AA+	Aa1	12/6/2023	12/7/2023	476,855.47	4.17	1,995.58	484,189.91	490,625.00
US TREASURY N/B DTD 11/15/2018 3.125% 11/15/2028	9128285M8	225,000.00	AA+	Aa1	12/4/2023	12/7/2023	213,785.16	4.25	898.01	217,339.11	220,781.25
US TREASURY N/B DTD 01/31/2022 1.750% 01/31/2029	91282CDW8	205,000.00	AA+	Aa1	2/1/2024	2/5/2024	186,181.64	3.79	1,496.44	191,469.79	191,498.91

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY N/B DTD 01/31/2022 1.750% 01/31/2029	91282CDW8	400,000.00	AA+	Aa1	8/28/2024	8/29/2024	368,531.25	3.69	2,919.89	374,114.96	373,656.40
US TREASURY N/B DTD 02/15/2019 2.625% 02/15/2029	9128286B1	615,000.00	AA+	Aa1	6/3/2024	6/5/2024	566,328.52	4.51	6,065.06	576,549.30	592,177.97
US TREASURY N/B DTD 05/02/2022 2.875% 04/30/2029	91282CEM9	510,000.00	AA+	Aa1	8/1/2024	8/2/2024	487,946.48	3.88	2,470.31	491,885.01	494,381.25
US TREASURY N/B DTD 05/02/2022 2.875% 04/30/2029	91282CEM9	145,000.00	AA+	Aa1	7/1/2024	7/2/2024	135,059.57	4.47	702.34	136,943.08	140,559.38
US TREASURY N/B DTD 06/30/2022 3.250% 06/30/2029	91282CEV9	650,000.00	AA+	Aa1	8/28/2024	8/29/2024	637,507.81	3.69	57.40	639,520.26	638,041.30
US TREASURY N/B DTD 08/01/2022 2.625% 07/31/2029	91282CFC0	375,000.00	AA+	Aa1	5/30/2025	6/4/2025	356,469.73	3.92	4,106.09	356,776.07	359,150.25
US TREASURY N/B DTD 08/01/2022 2.625% 07/31/2029	91282CFC0	500,000.00	AA+	Aa1	10/1/2024	10/3/2024	480,488.28	3.51	5,474.79	483,284.11	478,867.00
US TREASURY N/B DTD 09/30/2022 3.875% 09/30/2029	91282CFL0	185,000.00	AA+	Aa1	10/28/2024	10/31/2024	182,962.11	4.12	1,801.98	183,215.55	185,823.81
US TREASURY N/B DTD 09/30/2022 3.875% 09/30/2029	91282CFL0	300,000.00	AA+	Aa1	11/1/2024	11/5/2024	295,851.56	4.19	2,922.13	296,357.88	301,335.90
US TREASURY N/B DTD 09/30/2022 3.875% 09/30/2029	91282CFL0	85,000.00	AA+	Aa1	11/1/2024	11/5/2024	83,748.24	4.21	827.94	83,900.77	85,378.51
US TREASURY N/B DTD 10/31/2022 4.000% 10/31/2029	91282CFT3	200,000.00	AA+	Aa1	12/2/2024	12/5/2024	198,750.00	4.14	1,347.83	198,883.88	201,882.80
US TREASURY N/B DTD 10/31/2022 4.000% 10/31/2029	91282CFT3	150,000.00	AA+	Aa1	11/20/2024	11/22/2024	147,990.23	4.30	1,010.87	148,215.87	151,412.10
US TREASURY N/B DTD 12/31/2024 4.375% 12/31/2029	91282CMD0	425,000.00	AA+	Aa1	2/3/2025	2/6/2025	425,962.89	4.32	50.53	425,892.80	435,458.83
US TREASURY N/B DTD 12/31/2024 4.375% 12/31/2029	91282CMD0	400,000.00	AA+	Aa1	1/2/2025	1/7/2025	400,281.25	4.36	47.55	400,257.21	409,843.60
US TREASURY N/B DTD 01/31/2023 3.500% 01/31/2030	91282CGJ4	800,000.00	AA+	Aa1	3/3/2025	3/5/2025	779,875.00	4.07	11,679.56	781,092.59	790,531.20
US TREASURY N/B DTD 01/31/2023 3.500% 01/31/2030	91282CGJ4	230,000.00	AA+	Aa1	4/9/2025	4/9/2025	224,627.34	4.04	3,357.87	224,860.28	227,277.72
US TREASURY N/B DTD 01/31/2023 3.500% 01/31/2030	91282CGJ4	275,000.00	AA+	Aa1	3/4/2025	3/5/2025	269,736.33	3.93	4,014.85	270,055.93	271,745.10

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY N/B DTD 05/31/2023 3.750% 05/31/2030	91282CHF1	300,000.00	AA+	Aa1	6/12/2025	6/13/2025	296,835.94	3.99	952.87	296,865.59	299,296.80
Security Type Sub-Total		22,255,000.00					21,170,811.70	3.87	121,986.66	21,537,940.72	21,646,089.47
Negotiable CD											
COOPERAT RABOBANK UA/NY DTD 07/20/2023 5.080% 07/17/2026	21684LGS5	300,000.00	A+	Aa2	7/17/2023	7/20/2023	300,000.00	5.08	6,942.67	300,000.00	304,168.80
NATIXIS NY BRANCH DTD 09/20/2023 5.610% 09/18/2026	63873QP65	175,000.00	A+	A1	9/18/2023	9/20/2023	175,000.00	5.61	7,799.46	175,000.00	178,091.90
Security Type Sub-Total		475,000.00					475,000.00	5.28	14,742.13	475,000.00	482,260.70
Municipal											
CALIFORNIA ST UNIV-B DTD 07/29/2021 0.862% 11/01/2025	13077DQD7	60,000.00	AA-	Aa2	7/9/2021	7/29/2021	60,000.00	0.86	86.20	60,000.00	59,302.80
LOS ANGELES UN SD-B DTD 11/10/2021 1.455% 07/01/2026	544647FC9	60,000.00	NR	Aa2	10/28/2021	11/10/2021	60,000.00	1.46	436.50	60,000.00	58,476.30
Security Type Sub-Total		120,000.00					120,000.00	1.16	522.70	120,000.00	117,779.10
Joint Powers Authority											
CAMP Pool		77,176.73	AAAm	NR			77,176.73		0.00	77,176.73	77,176.73
Security Type Sub-Total		77,176.73					77,176.73		0.00	77,176.73	77,176.73
Federal Agency											
FEDERAL HOME LOAN BANK DTD 10/25/2022 4.500% 03/10/2028	3130ATS57	375,000.00	AA+	Aa1	4/13/2023	4/14/2023	389,437.50	3.64	5,203.13	382,921.82	382,335.00
Security Type Sub-Total		375,000.00					389,437.50	3.64	5,203.13	382,921.82	382,335.00

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
AMERICAN HONDA FINANCE DTD 07/07/2023 5.250% 07/07/2026	02665WEK3	110,000.00	A-	A3	7/13/2023	7/18/2023	111,216.60	4.84	2,791.25	110,416.53	110,896.61
STATE STREET CORP (CALLABLE) DTD 08/03/2023 5.272% 08/03/2026	857477CD3	90,000.00	A	Aa3	8/1/2023	8/3/2023	90,032.40	5.26	1,950.64	90,011.17	90,925.56
STATE STREET CORP (CALLABLE) DTD 08/03/2023 5.272% 08/03/2026	857477CD3	70,000.00	A	Aa3	7/31/2023	8/3/2023	70,000.00	5.27	1,517.16	70,000.00	70,719.88
WELLS FARGO BANK NA (CALLABLE) DTD 08/09/2023 5.450% 08/07/2026	94988J6D4	250,000.00	A+	Aa2	8/2/2023	8/9/2023	249,980.00	5.45	5,450.00	249,992.65	253,167.25
PACCAR FINANCIAL CORP DTD 08/10/2023 5.050% 08/10/2026	69371RS56	100,000.00	A+	A1	8/9/2023	8/11/2023	100,491.00	4.87	1,977.92	100,181.57	101,037.40
TOYOTA MOTOR CREDIT CORP DTD 08/14/2023 5.000% 08/14/2026	89236TKX2	115,000.00	A+	A1	8/9/2023	8/14/2023	114,860.85	5.04	2,188.19	114,948.08	115,978.77
BANK OF AMERICA NA (CALLABLE) DTD 08/18/2023 5.526% 08/18/2026	06428CAA2	280,000.00	A+	Aa2	8/14/2023	8/18/2023	280,000.00	5.53	5,716.34	280,000.00	283,965.36
HOME DEPOT INC (CALLABLE) DTD 09/15/2016 2.125% 09/15/2026	437076BN1	120,000.00	A	A2	8/18/2023	8/22/2023	110,097.60	5.07	750.83	116,103.68	117,223.20
WELLS FARGO & COMPANY DTD 10/25/2016 3.000% 10/23/2026	949746SH5	230,000.00	BBB+	A1	7/14/2023	7/18/2023	215,029.30	5.19	1,303.33	223,986.24	226,046.30
AMERICAN EXPRESS CO (CALLABLE) DTD 11/04/2021 1.650% 11/04/2026	025816CM9	165,000.00	A-	A2	11/23/2021	11/26/2021	163,826.85	1.80	431.06	164,681.31	159,592.95
BANK OF NY MELLON CORP (CALLABLE) DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	100,000.00	A	Aa3	1/26/2022	1/28/2022	100,121.00	2.02	882.64	100,036.52	96,947.40
TRUIST FINANCIAL CORP (CALLABLE) DTD 03/02/2021 1.267% 03/02/2027	89788MAD4	160,000.00	A-	Baa1	3/10/2022	3/14/2022	150,336.00	2.57	670.10	156,751.64	156,419.52
STATE STREET CORP (CALLABLE) DTD 03/18/2024 4.993% 03/18/2027	857477CL5	90,000.00	A	Aa3	3/13/2024	3/18/2024	90,000.00	4.99	1,285.70	90,000.00	91,292.40
NATIONAL RURAL UTIL COOP (CALLABLE) DTD 05/10/2024 5.100% 05/06/2027	63743HFR8	95,000.00	A-	A2	5/7/2024	5/10/2024	94,941.10	5.12	740.21	94,962.64	96,492.17
NORTHERN TRUST CORP (CALLABLE) DTD 05/10/2022 4.000% 05/10/2027	665859AW4	100,000.00	A+	A2	5/10/2022	5/12/2022	100,966.00	3.79	566.67	100,349.14	99,868.40

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
GOLDMAN SACHS BANK USA (CALLABLE) DTD 05/21/2024 5.414% 05/21/2027	38151LAG5	220,000.00	A+	A1	5/15/2024	5/21/2024	220,000.00	5.41	1,323.42	220,000.00	221,804.88
CITIGROUP INC (CALLABLE) DTD 06/09/2021 1.462% 06/09/2027	172967NA5	230,000.00	BBB+	A3	7/1/2022	7/6/2022	204,325.10	3.98	205.49	219,892.23	223,459.03
IBM CORP (CALLABLE) DTD 07/27/2022 4.150% 07/27/2027	459200KT7	150,000.00	A-	A3	7/27/2022	7/29/2022	152,341.50	3.80	2,662.92	150,948.25	149,924.10
BP CAP MARKETS AMERICA (CALLABLE) DTD 05/17/2024 5.017% 11/17/2027	10373QBY5	200,000.00	A-	A1	5/15/2024	5/17/2024	200,000.00	5.02	1,226.38	200,000.00	203,644.00
AMAZON.COM INC (CALLABLE) DTD 12/01/2022 4.550% 12/01/2027	023135CP9	150,000.00	AA	A1	12/6/2022	12/7/2022	150,585.00	4.46	568.75	150,278.57	151,981.65
JPMORGAN CHASE & CO (CALLABLE) DTD 01/23/2024 5.040% 01/23/2028	46647PEA0	85,000.00	A	A1	1/16/2024	1/23/2024	85,000.00	5.04	1,880.20	85,000.00	85,808.69
ELI LILLY & CO (CALLABLE) DTD 02/12/2025 4.550% 02/12/2028	532457CU0	290,000.00	A+	Aa3	6/26/2025	6/27/2025	293,549.60	4.05	5,094.74	293,534.93	293,865.41
BRISTOL-MYERS SQUIBB CO (CALLABLE) DTD 07/15/2020 3.900% 02/20/2028	110122DE5	165,000.00	A	A2	3/14/2023	3/17/2023	159,800.85	4.62	2,341.63	162,217.15	164,237.87
JOHNSON & JOHNSON (CALLABLE) DTD 02/20/2025 4.550% 03/01/2028	478160DH4	55,000.00	AAA	Aaa	2/18/2025	2/20/2025	54,968.10	4.57	910.63	54,971.73	55,922.84
NATIONAL RURAL UTIL COOP (CALLABLE) DTD 12/16/2022 4.800% 03/15/2028	63743HFG2	140,000.00	A-	A2	6/9/2023	6/13/2023	139,589.80	4.87	1,978.67	139,766.63	142,216.48
MORGAN STANLEY (CALLABLE) DTD 04/19/2024 5.652% 04/13/2028	61747YFP5	40,000.00	A-	A1	4/17/2024	4/19/2024	40,000.00	5.65	489.84	40,000.00	40,883.24
WALMART INC (CALLABLE) DTD 04/18/2023 3.900% 04/15/2028	931142FB4	250,000.00	AA	Aa2	4/17/2023	4/19/2023	247,632.50	4.11	2,058.33	248,676.52	250,266.00
CINTAS CORPORATION NO. 2 (CALLABLE) DTD 05/02/2025 4.200% 05/01/2028	17252MAR1	110,000.00	A-	A3	4/28/2025	5/2/2025	109,859.20	4.25	757.17	109,866.59	110,246.51
HERSHEY COMPANY (CALLABLE) DTD 05/04/2023 4.250% 05/04/2028	427866BH0	55,000.00	A	A1	5/1/2023	5/4/2023	54,921.35	4.28	370.10	54,955.30	55,434.94

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
CUMMINS INC (CALLABLE) DTD 05/09/2025 4.250% 05/09/2028	231021AY2	20,000.00	A	A2	5/6/2025	5/9/2025	19,986.00	4.28	122.78	19,986.64	20,088.94
LOCKHEED MARTIN CORP (CALLABLE) DTD 05/25/2023 4.450% 05/15/2028	539830BZ1	20,000.00	A-	A2	5/23/2023	5/25/2023	19,964.00	4.49	113.72	19,979.20	20,224.58
LOCKHEED MARTIN CORP (CALLABLE) DTD 05/25/2023 4.450% 05/15/2028	539830BZ1	65,000.00	A-	A2	6/2/2023	6/6/2023	64,766.00	4.53	369.60	64,863.99	65,729.89
META PLATFORMS INC (CALLABLE) DTD 05/03/2023 4.600% 05/15/2028	30303M8L9	140,000.00	AA-	Aa3	6/1/2023	6/5/2023	140,210.00	4.56	822.89	140,121.99	142,549.40
MERCK & CO INC (CALLABLE) DTD 05/17/2023 4.050% 05/17/2028	58933YBH7	70,000.00	A+	Aa3	5/8/2023	5/17/2023	69,943.30	4.07	346.50	69,967.37	70,306.74
MORGAN STANLEY BANK NA (CALLABLE) DTD 05/30/2024 5.504% 05/26/2028	61690U8B9	250,000.00	A+	Aa3	5/29/2024	5/30/2024	250,310.00	5.47	1,337.78	250,203.30	255,192.25
NATIONAL AUSTRALIA BK/NY DTD 06/13/2023 4.900% 06/13/2028	63253QAE4	250,000.00	AA-	Aa2	6/6/2023	6/13/2023	249,572.50	4.94	612.50	249,747.78	256,086.50
AMERICAN HONDA FINANCE DTD 07/07/2023 5.125% 07/07/2028	02665WEM9	110,000.00	A-	A3	7/5/2023	7/7/2023	109,951.60	5.14	2,724.79	109,970.80	112,216.17
JOHN DEERE CAPITAL CORP DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	70,000.00	A	A1	7/11/2023	7/14/2023	69,895.70	4.98	1,607.38	69,936.67	71,702.40
PACCAR FINANCIAL CORP DTD 08/10/2023 4.950% 08/10/2028	69371RS64	120,000.00	A+	A1	8/9/2023	8/11/2023	121,040.40	4.75	2,326.50	120,647.14	122,940.72
TOYOTA MOTOR CREDIT CORP DTD 09/11/2023 5.250% 09/11/2028	89236TLB9	100,000.00	A+	A1	9/6/2023	9/11/2023	99,826.00	5.29	1,604.17	99,883.89	103,162.40
ANALOG DEVICES INC (CALLABLE) DTD 10/05/2021 1.700% 10/01/2028	032654AU9	175,000.00	A-	A2	10/30/2023	11/1/2023	146,814.50	5.48	743.75	156,368.91	162,209.43
JPMORGAN CHASE & CO (CALLABLE) DTD 01/24/2025 4.915% 01/24/2029	46647PEU6	110,000.00	A	A1	1/16/2025	1/24/2025	110,000.00	4.92	2,357.83	110,000.00	111,432.86
TEXAS INSTRUMENTS INC (CALLABLE) DTD 02/08/2024 4.600% 02/08/2029	882508CG7	140,000.00	A+	Aa3	2/5/2024	2/8/2024	139,851.60	4.62	2,558.11	139,890.15	142,344.30
AIR PRODUCTS & CHEMICALS (CALLABLE) DTD 02/08/2024 4.600% 02/08/2029	009158BH8	165,000.00	A	A2	2/6/2024	2/8/2024	164,780.55	4.63	3,014.92	164,836.96	167,364.12

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
BRISTOL-MYERS SQUIBB CO (CALLABLE) DTD 02/22/2024 4.900% 02/22/2029	110122EF1	50,000.00	A	A2	2/14/2024	2/22/2024	49,895.00	4.95	877.92	49,921.10	51,186.80
CISCO SYSTEMS INC (CALLABLE) DTD 02/26/2024 4.850% 02/26/2029	17275RBR2	125,000.00	AA-	A1	2/21/2024	2/26/2024	124,956.25	4.86	2,105.03	124,967.32	128,069.25
BLACKROCK FUNDING INC (CALLABLE) DTD 03/14/2024 4.700% 03/14/2029	09290DAA9	375,000.00	AA-	Aa3	3/7/2024	3/14/2024	375,926.25	4.64	5,238.54	375,706.67	382,900.88
BLACKROCK FUNDING INC (CALLABLE) DTD 03/14/2024 4.700% 03/14/2029	09290DAA9	25,000.00	AA-	Aa3	3/5/2024	3/14/2024	24,954.75	4.74	349.24	24,965.58	25,526.73
ADOBE INC (CALLABLE) DTD 04/04/2024 4.800% 04/04/2029	00724PAF6	150,000.00	A+	A1	4/1/2024	4/4/2024	149,776.50	4.83	1,740.00	149,827.20	153,796.05
HOME DEPOT INC (CALLABLE) DTD 06/25/2024 4.750% 06/25/2029	437076DC3	40,000.00	A	A2	6/17/2024	6/25/2024	39,742.00	4.90	31.67	39,789.54	40,832.40
PEPSICO INC (CALLABLE) DTD 07/17/2024 4.500% 07/17/2029	713448FX1	165,000.00	A+	A1	7/15/2024	7/17/2024	164,744.25	4.53	3,382.50	164,789.40	167,542.32
CATERPILLAR FINL SERVICE DTD 08/16/2024 4.375% 08/16/2029	14913UAQ3	60,000.00	A	A2	8/12/2024	8/16/2024	59,837.40	4.44	984.38	59,863.44	60,443.82
CATERPILLAR FINL SERVICE DTD 08/16/2024 4.375% 08/16/2029	14913UAQ3	150,000.00	A	A2	8/28/2024	8/29/2024	151,317.00	4.18	2,460.94	151,112.82	151,109.55
ADOBE INC (CALLABLE) DTD 01/17/2025 4.950% 01/17/2030	00724PAJ8	120,000.00	A+	A1	1/14/2025	1/17/2025	119,816.40	4.98	2,706.00	119,831.58	124,005.72
HERSHEY COMPANY (CALLABLE) DTD 02/24/2025 4.750% 02/24/2030	427866BL1	105,000.00	A	A1	2/19/2025	2/24/2025	104,815.20	4.79	1,759.48	104,826.90	107,069.03
STATE STREET CORP (CALLABLE) DTD 04/24/2025 4.834% 04/24/2030	857477DB6	50,000.00	A	Aa3	4/22/2025	4/24/2025	50,000.00	4.83	449.83	50,000.00	50,918.85
WALMART INC (CALLABLE) DTD 04/28/2025 4.350% 04/28/2030	931142FN8	100,000.00	AA	Aa2	4/23/2025	4/28/2025	99,827.00	4.39	761.25	99,832.53	101,107.20
COLGATE-PALMOLIVE CO (CALLABLE) DTD 05/02/2025 4.200% 05/01/2030	194162AT0	110,000.00	A+	Aa3	4/28/2025	5/2/2025	109,941.70	4.21	757.17	109,943.78	110,420.86
CITIBANK NA (CALLABLE) DTD 05/29/2025 4.914% 05/29/2030	17325FBP2	250,000.00	A+	Aa3	5/21/2025	5/29/2025	250,000.00	4.91	1,092.00	250,000.00	254,745.75

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
ANALOG DEVICES INC (CALLABLE) DTD 06/16/2025 4.500% 06/15/2030	032654BE4	125,000.00	A-	A2	6/12/2025	6/16/2025	124,890.00	4.52	234.38	124,891.22	125,982.38
Security Type Sub-Total		8,020,000.00					7,931,823.55	4.65	95,683.86	7,979,202.94	8,079,477.10
Agency CMBS											
FHMS K058 A2 DTD 11/01/2016 2.653% 08/01/2026	3137BSP72	235,000.00	AA+	Aa1	4/12/2023	4/17/2023	224,305.66	4.10	519.55	231,334.89	230,649.68
FHMS K061 A2 DTD 01/01/2017 3.347% 11/01/2026	3137BTUM1	163,688.20	AA+	Aa1	5/19/2023	5/24/2023	158,649.67	4.29	456.55	161,674.38	161,753.73
FHMS K063 A2 DTD 03/01/2017 3.430% 01/01/2027	3137BVZ82	250,000.00	AA+	Aa1	5/19/2023	5/24/2023	242,431.64	4.32	714.58	246,768.69	247,008.25
FHMS K065 A2 DTD 07/01/2017 3.243% 04/01/2027	3137F1G44	300,000.00	AA+	Aa1	6/8/2023	6/13/2023	287,472.66	4.42	810.75	294,114.31	295,233.30
FHMS K067 A2 DTD 09/01/2017 3.194% 07/01/2027	3137FAWS3	375,000.00	AA+	Aa1	6/24/2024	6/27/2024	357,773.44	4.84	998.13	362,817.32	368,298.75
FHMS K743 A2 DTD 06/01/2021 1.770% 05/01/2028	3137H14B9	325,000.00	AA+	Aa1	8/10/2023	8/15/2023	284,451.17	4.68	479.38	300,387.80	305,136.65
FHMS KJ46 A1 DTD 07/01/2023 4.777% 06/01/2028	3137HAD45	231,331.93	AA+	Aa1	7/19/2023	7/27/2023	231,326.13	4.78	920.89	231,328.41	233,191.84
FHMS K505 A2 DTD 07/01/2023 4.819% 06/01/2028	3137HACX2	285,000.00	AA+	Aa1	7/13/2023	7/20/2023	287,846.58	4.59	1,144.51	286,722.38	290,102.64
FNA 2023-M6 A2 DTD 07/01/2023 4.182% 07/01/2028	3136BQDE6	286,540.74	AA+	Aa1	7/18/2023	7/31/2023	281,682.98	4.58	998.59	283,551.35	286,547.62
FHMS K508 A2 DTD 10/01/2023 4.740% 08/01/2028	3137HAQ74	225,000.00	AA+	Aa1	10/11/2023	10/19/2023	220,064.40	5.25	888.75	221,647.91	228,836.48
FHMS K509 A2 DTD 10/01/2023 4.850% 09/01/2028	3137HAST4	190,000.00	AA+	Aa1	10/25/2023	10/31/2023	183,942.23	5.60	767.92	185,749.69	193,872.58
FHMS K510 A2 DTD 11/01/2023 5.069% 10/01/2028	3137HB3D4	90,000.00	AA+	Aa1	11/14/2023	11/21/2023	89,739.81	5.14	380.18	89,817.55	92,405.34
FHMS K513 A2 DTD 01/01/2024 4.724% 12/01/2028	3137HBFY5	135,000.00	AA+	Aa1	1/10/2024	1/18/2024	136,348.52	4.50	531.45	135,983.70	137,387.88
FHMS K514 A2 DTD 02/01/2024 4.572% 12/01/2028	3137HBLV4	145,000.00	AA+	Aa1	2/1/2024	2/8/2024	146,449.86	4.34	552.45	146,067.39	146,859.77

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Agency CMBS											
FHMS K520 A2 DTD 04/01/2024 5.180% 03/01/2029	3137HCKV3	170,000.00	AA+	Aa1	4/23/2024	4/30/2024	170,690.03	5.09	733.83	170,549.75	175,655.73
FHMS K524 A2 DTD 07/01/2024 4.720% 05/01/2029	3137HDV56	280,000.00	AA+	Aa1	7/16/2024	7/25/2024	281,719.48	4.58	1,101.33	281,440.25	285,405.96
FHMS K529 A2 DTD 10/01/2024 4.791% 09/01/2029	3137HH6C0	220,000.00	AA+	Aa1	10/8/2024	10/16/2024	224,397.14	4.34	878.35	223,825.54	225,069.46
FHMS K539 A2 DTD 04/01/2025 4.410% 01/01/2030	3137HKXJ8	140,000.00	AA+	Aa1	4/15/2025	4/24/2025	139,995.10	4.41	514.50	139,995.36	141,243.34
FHMS K537 A2 DTD 03/01/2025 4.430% 02/01/2030	3137HKPF5	210,000.00	AA+	Aa1	3/11/2025	3/20/2025	209,997.69	4.43	775.25	209,998.23	211,955.31
Security Type Sub-Total		4,256,560.87					4,159,284.19	4.64	14,166.94	4,203,774.90	4,256,614.31
ABS											
BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	5,236.20	AAA	Aaa	5/10/2022	5/18/2022	5,235.92	3.21	2.80	5,236.12	5,226.68
HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	7,177.36	AAA	NR	3/9/2022	3/16/2022	7,177.09	2.22	7.08	7,177.29	7,165.36
GMCAR 2022-2 A3 DTD 04/13/2022 3.100% 02/16/2027	362585AC5	11,095.65	AAA	Aaa	4/5/2022	4/13/2022	11,093.33	3.10	14.33	11,094.87	11,057.08
CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1	51,061.49	AAA	NR	7/12/2022	7/20/2022	51,060.28	3.97	90.10	51,061.03	50,948.85
MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027	58768PAC8	73,361.80	AAA	Aaa	11/15/2022	11/22/2022	73,347.29	5.21	169.87	73,355.28	73,586.94
BMWOT 2023-A A3 DTD 07/18/2023 5.470% 02/25/2028	05592XAD2	56,431.30	AAA	NR	7/11/2023	7/18/2023	56,421.30	5.47	51.45	56,425.54	56,765.26
NAROT 2023-B A3 DTD 10/25/2023 5.930% 03/15/2028	65480MAD5	50,000.00	NR	Aaa	10/18/2023	10/25/2023	49,989.85	5.94	131.78	49,993.52	50,392.40
HART 2023-B A3 DTD 07/19/2023 5.480% 04/17/2028	44933XAD9	82,290.04	AAA	NR	7/11/2023	7/19/2023	82,286.48	5.48	200.42	82,287.94	82,815.63
FORDO 2023-B A3 DTD 06/26/2023 5.230% 05/15/2028	344930AD4	78,056.25	AAA	NR	6/21/2023	6/26/2023	78,055.19	5.23	181.44	78,055.63	78,480.56
GMCAR 2023-3 A3 DTD 07/19/2023 5.450% 06/16/2028	36267KAD9	80,795.81	AAA	Aaa	7/11/2023	7/19/2023	80,792.70	5.45	183.47	80,793.94	81,303.29

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
ABS											
HAROT 2024-1 A3 DTD 02/21/2024 5.210% 08/15/2028	437918AC9	140,000.00	AAA	Aaa	2/13/2024	2/21/2024	139,993.91	5.21	324.18	139,995.97	141,192.10
BMWLT 2025-1 A4 DTD 06/10/2025 4.490% 10/25/2028	096912AE0	110,000.00	AAA	NR	6/3/2025	6/10/2025	109,990.00	4.49	288.11	109,990.19	110,811.14
GMCAR 2024-1 A3 DTD 01/17/2024 4.850% 12/18/2028	36268GAD7	25,000.00	NR	Aaa	1/9/2024	1/17/2024	24,994.97	4.85	50.52	24,996.34	25,123.45
CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/16/2029	161571HV9	205,000.00	AAA	NR	1/24/2024	1/31/2024	204,968.78	4.60	419.11	204,977.26	206,482.76
WFCIT 2024-A1 A DTD 03/01/2024 4.940% 02/15/2029	92970QAA3	235,000.00	AAA	Aaa	2/21/2024	3/1/2024	234,936.22	4.95	515.96	234,952.55	238,027.98
AMXCA 2024-1 A DTD 04/23/2024 5.230% 04/16/2029	02582JKH2	245,000.00	AAA	NR	4/16/2024	4/23/2024	244,949.78	5.23	569.49	244,949.78	249,866.19
BACCT 2024-A1 A DTD 06/13/2024 4.930% 05/15/2029	05522RDJ4	280,000.00	AAA	Aaa	6/6/2024	6/13/2024	279,984.29	4.93	613.51	279,988.18	284,116.84
HART 2024-C A3 DTD 10/16/2024 4.410% 05/15/2029	448976AD2	120,000.00	AAA	NR	10/8/2024	10/16/2024	119,991.22	4.41	235.20	119,992.75	120,591.96
GMCAR 2024-4 A3 DTD 10/16/2024 4.400% 08/16/2029	38014AAD3	100,000.00	AAA	Aaa	10/8/2024	10/16/2024	99,980.74	4.40	183.33	99,983.43	100,278.30
VALET 2025-1 A3 DTD 03/25/2025 4.500% 08/20/2029	92868MAD1	230,000.00	NR	Aaa	3/18/2025	3/25/2025	229,992.18	4.50	316.25	229,993.07	231,681.30
BMWOT 2025-A A3 DTD 02/12/2025 4.560% 09/25/2029	096924AD7	185,000.00	AAA	Aaa	2/4/2025	2/12/2025	184,981.78	4.56	140.60	184,983.65	186,564.36
HAROT 2025-2 A3 DTD 05/08/2025 4.150% 10/15/2029	437921AD1	85,000.00	NR	Aaa	4/29/2025	5/8/2025	84,990.51	4.15	156.78	84,991.00	85,157.93
FORDO 2025-A A3 DTD 03/25/2025 4.450% 10/15/2029	34535KAD0	280,000.00	AAA	Aaa	3/18/2025	3/25/2025	279,972.78	4.45	553.78	279,974.90	280,811.72
TAOT 2025-B A3 DTD 04/30/2025 4.340% 11/15/2029	89231HAD8	140,000.00	AAA	NR	4/24/2025	4/30/2025	139,991.98	4.34	270.04	139,992.76	140,843.78
MBART 2025-1 A3 DTD 01/23/2025 4.780% 12/17/2029	58773DAD6	155,000.00	NR	Aaa	1/14/2025	1/23/2025	154,967.03	4.78	329.29	154,970.17	157,029.11
MBART 2025-1 A3 DTD 01/23/2025 4.780% 12/17/2029	58773DAD6	260,000.00	NR	Aaa	4/8/2025	4/9/2025	261,736.72	4.62	552.36	261,661.55	263,403.66
VZMT 2025-3 A1A DTD 03/31/2025 4.510% 03/20/2030	92348KDY6	280,000.00	NR	Aaa	3/25/2025	3/31/2025	279,987.96	4.51	385.86	279,989.31	281,200.92

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
ABS											
AMXCA 2025-2 A DTD 05/13/2025 4.280% 04/15/2030	02582JKP4	245,000.00	AAA	NR	5/6/2025	5/13/2025	244,995.57	4.28	466.04	244,995.76	246,462.16
GMCAR 2025-2 A3 DTD 05/14/2025 4.280% 04/16/2030	362549AD9	60,000.00	AAA	Aaa	5/6/2025	5/14/2025	59,991.17	4.28	107.00	59,991.44	60,315.24
WFCIT 2025-A1 A DTD 06/10/2025 4.340% 05/15/2030	92970QAJ4	330,000.00	AAA	NR	6/3/2025	6/10/2025	329,994.52	4.34	835.45	329,995.66	332,534.73
CCCIT 2025-A1 A DTD 06/26/2025 4.300% 06/21/2030	17305EHA6	375,000.00	AAA	Aaa	6/18/2025	6/26/2025	374,898.26	4.31	223.96	374,898.59	377,126.63
Security Type Sub-Total		4,580,505.90					4,581,749.80	4.65	8,569.56	4,581,745.47	4,617,364.31
Managed Account Sub Total		40,082,066.77					38,828,106.74	4.21	260,874.98	39,280,585.85	39,581,919.99
Securities Sub Total		\$40,159,243.50					\$38,905,283.47	4.21%	\$260,874.98	\$39,357,762.58	\$39,659,096.72
Accrued Interest											\$260,874.98
Total Investments											\$39,919,971.70

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
BUY									
4/8/2025	4/9/2025	260,000.00	58773DAD6	MBART 2025-1 A3	4.78%	12/17/2029	262,565.25	4.62%	
4/9/2025	4/9/2025	230,000.00	91282CGJ4	US TREASURY N/B	3.50%	1/31/2030	226,139.49	4.04%	
4/15/2025	4/24/2025	140,000.00	3137HKXJ8	FHMS K539 A2	4.41%	1/1/2030	140,389.55	4.41%	
4/22/2025	4/24/2025	50,000.00	857477DB6	STATE STREET CORP (CALLABLE)	4.83%	4/24/2030	50,000.00	4.83%	
4/23/2025	4/28/2025	100,000.00	931142FN8	WALMART INC (CALLABLE)	4.35%	4/28/2030	99,827.00	4.39%	
4/24/2025	4/30/2025	140,000.00	89231HAD8	TAOT 2025-B A3	4.34%	11/15/2029	139,991.98	4.34%	
4/28/2025	5/2/2025	110,000.00	194162AT0	COLGATE-PALMOLIVE CO (CALLABLE)	4.20%	5/1/2030	109,941.70	4.21%	
4/28/2025	5/2/2025	110,000.00	17252MAR1	CINTAS CORPORATION NO. 2 (CALLABLE)	4.20%	5/1/2028	109,859.20	4.25%	
4/29/2025	5/8/2025	85,000.00	437921AD1	HAROT 2025-2 A3	4.15%	10/15/2029	84,990.51	4.15%	
5/6/2025	5/9/2025	20,000.00	231021AY2	CUMMINS INC (CALLABLE)	4.25%	5/9/2028	19,986.00	4.28%	
5/6/2025	5/13/2025	245,000.00	02582JKP4	AMXCA 2025-2 A	4.28%	4/15/2030	244,995.57	4.28%	
5/6/2025	5/14/2025	60,000.00	362549AD9	GMCAR 2025-2 A3	4.28%	4/16/2030	59,991.17	4.28%	
5/21/2025	5/29/2025	250,000.00	17325FBP2	CITIBANK NA (CALLABLE)	4.91%	5/29/2030	250,000.00	4.91%	
5/30/2025	6/4/2025	375,000.00	91282CFC0	US TREASURY N/B	2.62%	7/31/2029	359,841.62	3.92%	
6/3/2025	6/10/2025	330,000.00	92970QAJ4	WFCIT 2025-A1 A	4.34%	5/15/2030	329,994.52	4.34%	
6/3/2025	6/10/2025	110,000.00	096912AE0	BMWLT 2025-1 A4	4.49%	10/25/2028	109,990.00	4.49%	
6/12/2025	6/16/2025	125,000.00	032654BE4	ANALOG DEVICES INC (CALLABLE)	4.50%	6/15/2030	124,890.00	4.52%	

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
BUY									
6/12/2025	6/13/2025	300,000.00	91282CHF1	US TREASURY N/B	3.75%	5/31/2030	297,235.53	3.99%	
6/18/2025	6/26/2025	375,000.00	17305EHA6	CCCIT 2025-A1 A	4.30%	6/21/2030	374,898.26	4.31%	
6/26/2025	6/27/2025	290,000.00	532457CU0	ELI LILLY & CO (CALLABLE)	4.55%	2/12/2028	298,497.73	4.05%	
Total BUY		3,705,000.00					3,694,025.08		0.00
INTEREST									
4/1/2025	4/1/2025		032654AU9	ANALOG DEVICES INC (CALLABLE)	1.70%	10/1/2028	1,487.50		
4/1/2025	4/1/2025		46625HQQW3	JPMORGAN CHASE & CO (CALLABLE)	3.30%	4/1/2026	2,227.50		
4/1/2025	4/25/2025		3137BSP72	FHMS K058 A2	2.65%	8/1/2026	519.55		
4/1/2025	4/25/2025		3137BVZ82	FHMS K063 A2	3.43%	1/1/2027	714.58		
4/1/2025	4/25/2025		3137F1G44	FHMS K065 A2	3.24%	4/1/2027	810.75		
4/1/2025	4/25/2025		3136BQDE6	FNA 2023-M6 A2	4.18%	7/1/2028	1,000.58		
4/1/2025	4/25/2025		3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	923.34		
4/1/2025	4/25/2025		3137HAQ74	FHMS K508 A2	4.74%	8/1/2028	888.75		
4/1/2025	4/25/2025		3137HAST4	FHMS K509 A2	4.85%	9/1/2028	767.92		
4/1/2025	4/25/2025		3137HACX2	FHMS K505 A2	4.81%	6/1/2028	1,144.51		
4/1/2025	4/25/2025		3137HB3D4	FHMS K510 A2	5.06%	10/1/2028	380.18		
4/1/2025	4/25/2025		3137HH6C0	FHMS K529 A2	4.79%	9/1/2029	878.35		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
4/1/2025	4/25/2025		3137HKPF5	FHMS K537 A2	4.43%	2/1/2030	775.25		
4/1/2025	4/25/2025		3137HDV56	FHMS K524 A2	4.72%	5/1/2029	1,101.33		
4/1/2025	4/25/2025		3137HBFY5	FHMS K513 A2	4.72%	12/1/2028	531.45		
4/1/2025	4/25/2025		3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	459.40		
4/1/2025	4/25/2025		3137H14B9	FHMS K743 A2	1.77%	5/1/2028	479.38		
4/1/2025	4/25/2025		3137HBLV4	FHMS K514 A2	4.57%	12/1/2028	552.45		
4/1/2025	4/25/2025		3137FAWS3	FHMS K067 A2	3.19%	7/1/2027	998.13		
4/1/2025	4/25/2025		3137HCKV3	FHMS K520 A2	5.18%	3/1/2029	733.83		
4/4/2025	4/4/2025		00724PAF6	ADOBE INC (CALLABLE)	4.80%	4/4/2029	3,600.00		
4/13/2025	4/13/2025		61747YFP5	MORGAN STANLEY (CALLABLE)	5.65%	4/13/2028	1,130.40		
4/15/2025	4/15/2025		58768PAC8	MBART 2022-1 A3	5.21%	8/16/2027	426.62		
4/15/2025	4/15/2025		02582JJZ4	AMXCA 2023-1 A	4.87%	5/15/2028	446.42		
4/15/2025	4/15/2025		92970QAA3	WFCIT 2024-A1 A	4.94%	2/15/2029	967.42		
4/15/2025	4/15/2025		161571HV9	CHAIT 2024-A1 A	4.60%	1/16/2029	785.83		
4/15/2025	4/15/2025		34535KAD0	FORDO 2025-A A3	4.45%	10/15/2029	692.22		
4/15/2025	4/15/2025		44933XAD9	HART 2023-B A3	5.48%	4/17/2028	433.83		
4/15/2025	4/15/2025		98163KAC6	WOART 2021-D A3	0.81%	10/15/2026	3.48		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
4/15/2025	4/15/2025		437918AC9	HAROT 2024-1 A3	5.21%	8/15/2028	607.83		
4/15/2025	4/15/2025		448976AD2	HART 2024-C A3	4.41%	5/15/2029	441.00		
4/15/2025	4/15/2025		65480MAD5	NAROT 2023-B A3	5.93%	3/15/2028	247.08		
4/15/2025	4/15/2025		448977AD0	HART 2022-A A3	2.22%	10/15/2026	38.95		
4/15/2025	4/15/2025		344930AD4	FORDO 2023-B A3	5.23%	5/15/2028	370.46		
4/15/2025	4/15/2025		14041NGD7	COMET 2023-A1 A	4.42%	5/15/2028	847.17		
4/15/2025	4/15/2025		02582JKH2	AMXCA 2024-1 A	5.23%	4/16/2029	1,067.79		
4/15/2025	4/15/2025		05522RDG0	BACCT 2023-A1 A1	4.79%	5/15/2028	379.21		
4/15/2025	4/15/2025		254683CZ6	DCENT 2023-A2 A	4.93%	6/15/2028	821.67		
4/15/2025	4/15/2025		931142FB4	WALMART INC (CALLABLE)	3.90%	4/15/2028	4,875.00		
4/15/2025	4/15/2025		58773DAD6	MBART 2025-1 A3	4.78%	12/17/2029	1,653.08		
4/15/2025	4/15/2025		14318MAD1	CARMX 2022-3 A3	3.97%	4/15/2027	239.79		
4/15/2025	4/15/2025		05522RDJ4	BACCT 2024-A1 A	4.93%	5/15/2029	1,150.33		
4/16/2025	4/16/2025		36268GAD7	GMCAR 2024-1 A3	4.85%	12/18/2028	101.04		
4/16/2025	4/16/2025		38014AAD3	GMCAR 2024-4 A3	4.40%	8/16/2029	366.67		
4/16/2025	4/16/2025		362585AC5	GMCAR 2022-2 A3	3.10%	2/16/2027	46.70		
4/16/2025	4/16/2025		36267KAD9	GMCAR 2023-3 A3	5.45%	6/16/2028	408.75		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
4/20/2025	4/20/2025		92868MAD1	VALET 2025-1 A3	4.50%	8/20/2029	747.50		
4/20/2025	4/20/2025		92348KDY6	VZMT 2025-3 A1A	4.51%	3/20/2030	701.56		
4/23/2025	4/23/2025		949746SH5	WELLS FARGO & COMPANY	3.00%	10/23/2026	3,450.00		
4/25/2025	4/25/2025		05592XAD2	BMWOT 2023-A A3	5.47%	2/25/2028	322.71		
4/25/2025	4/25/2025		05602RAD3	BMWOT 2022-A A3	3.21%	8/25/2026	32.20		
4/25/2025	4/25/2025		096924AD7	BMWOT 2025-A A3	4.56%	9/25/2029	703.00		
4/30/2025	4/30/2025		91282CDG3	US TREASURY N/B	1.12%	10/31/2026	2,531.25		
4/30/2025	4/30/2025		91282CFT3	US TREASURY N/B	4.00%	10/31/2029	7,000.00		
4/30/2025	4/30/2025		91282CBZ3	US TREASURY N/B	1.25%	4/30/2028	1,531.25		
4/30/2025	4/30/2025		91282CEM9	US TREASURY N/B	2.87%	4/30/2029	9,415.63		
4/30/2025	4/30/2025		91282CDF5	US TREASURY N/B	1.37%	10/31/2028	4,090.63		
4/30/2025	4/30/2025		91282CEN7	US TREASURY N/B	2.75%	4/30/2027	2,750.00		
5/1/2025	5/1/2025		13077DQD7	CALIFORNIA ST UNIV-B	0.86%	11/1/2025	258.60		
5/1/2025	5/25/2025		3137HB3D4	FHMS K510 A2	5.06%	10/1/2028	380.18		
5/1/2025	5/25/2025		3136BQDE6	FNA 2023-M6 A2	4.18%	7/1/2028	998.55		
5/1/2025	5/25/2025		3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	458.47		
5/1/2025	5/25/2025		3137FAWS3	FHMS K067 A2	3.19%	7/1/2027	998.13		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
5/1/2025	5/25/2025		3137HAST4	FHMS K509 A2	4.85%	9/1/2028	767.92		
5/1/2025	5/25/2025		3137HAQ74	FHMS K508 A2	4.74%	8/1/2028	888.75		
5/1/2025	5/25/2025		3137H14B9	FHMS K743 A2	1.77%	5/1/2028	479.38		
5/1/2025	5/25/2025		3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	922.62		
5/1/2025	5/25/2025		3137HBFY5	FHMS K513 A2	4.72%	12/1/2028	531.45		
5/1/2025	5/25/2025		3137HCKV3	FHMS K520 A2	5.18%	3/1/2029	733.83		
5/1/2025	5/25/2025		3137F1G44	FHMS K065 A2	3.24%	4/1/2027	810.75		
5/1/2025	5/25/2025		3137BVZ82	FHMS K063 A2	3.43%	1/1/2027	714.58		
5/1/2025	5/25/2025		3137HBLV4	FHMS K514 A2	4.57%	12/1/2028	552.45		
5/1/2025	5/25/2025		3137HDV56	FHMS K524 A2	4.72%	5/1/2029	1,101.33		
5/1/2025	5/25/2025		3137BSP72	FHMS K058 A2	2.65%	8/1/2026	519.55		
5/1/2025	5/25/2025		3137HKPF5	FHMS K537 A2	4.43%	2/1/2030	775.25		
5/1/2025	5/25/2025		3137HKXJ8	FHMS K539 A2	4.41%	1/1/2030	514.50		
5/1/2025	5/25/2025		3137HACX2	FHMS K505 A2	4.81%	6/1/2028	1,144.51		
5/1/2025	5/25/2025		3137HH6C0	FHMS K529 A2	4.79%	9/1/2029	878.35		
5/4/2025	5/4/2025		025816CM9	AMERICAN EXPRESS CO (CALLABLE)	1.65%	11/4/2026	1,361.25		
5/4/2025	5/4/2025		427866BH0	HERSHEY COMPANY (CALLABLE)	4.25%	5/4/2028	1,168.75		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
5/6/2025	5/6/2025		63743HFR8	NATIONAL RURAL UTIL COOP (CALLABLE)	5.10%	5/6/2027	2,422.50		
5/10/2025	5/10/2025		665859AW4	NORTHERN TRUST CORP (CALLABLE)	4.00%	5/10/2027	2,000.00		
5/15/2025	5/15/2025		05522RDG0	BACCT 2023-A1 A1	4.79%	5/15/2028	379.21		
5/15/2025	5/15/2025		92970QAA3	WFCIT 2024-A1 A	4.94%	2/15/2029	967.42		
5/15/2025	5/15/2025		448976AD2	HART 2024-C A3	4.41%	5/15/2029	441.00		
5/15/2025	5/15/2025		161571HV9	CHAIT 2024-A1 A	4.60%	1/16/2029	785.83		
5/15/2025	5/15/2025		91282CJK8	US TREASURY N/B	4.62%	11/15/2026	16,187.50		
5/15/2025	5/15/2025		9128285M8	US TREASURY N/B	3.12%	11/15/2028	11,328.13		
5/15/2025	5/15/2025		14041NGD7	COMET 2023-A1 A	4.42%	5/15/2028	847.17		
5/15/2025	5/15/2025		254683CZ6	DCENT 2023-A2 A	4.93%	6/15/2028	821.67		
5/15/2025	5/15/2025		89231HAD8	TAOT 2025-B A3	4.34%	11/15/2029	253.17		
5/15/2025	5/15/2025		437918AC9	HAROT 2024-1 A3	5.21%	8/15/2028	607.83		
5/15/2025	5/15/2025		02582JJZ4	AMXCA 2023-1 A	4.87%	5/15/2028	446.42		
5/15/2025	5/15/2025		912828X88	US TREASURY N/B	2.37%	5/15/2027	9,856.25		
5/15/2025	5/15/2025		539830BZ1	LOCKHEED MARTIN CORP (CALLABLE)	4.45%	5/15/2028	1,891.25		
5/15/2025	5/15/2025		65480MAD5	NAROT 2023-B A3	5.93%	3/15/2028	247.08		
5/15/2025	5/15/2025		912828U24	US TREASURY N/B	2.00%	11/15/2026	6,900.00		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
5/15/2025	5/15/2025		14318MAD1	CARMX 2022-3 A3	3.97%	4/15/2027	214.94		
5/15/2025	5/15/2025		58768PAC8	MBART 2022-1 A3	5.21%	8/16/2027	388.45		
5/15/2025	5/15/2025		448977AD0	HART 2022-A A3	2.22%	10/15/2026	29.85		
5/15/2025	5/15/2025		9128284N7	US TREASURY N/B	2.87%	5/15/2028	7,043.75		
5/15/2025	5/15/2025		344930AD4	FORDO 2023-B A3	5.23%	5/15/2028	370.46		
5/15/2025	5/15/2025		02582JKH2	AMXCA 2024-1 A	5.23%	4/16/2029	1,067.79		
5/15/2025	5/15/2025		58773DAD6	MBART 2025-1 A3	4.78%	12/17/2029	1,653.09		
5/15/2025	5/15/2025		98163KAC6	WOART 2021-D A3	0.81%	10/15/2026	1.87		
5/15/2025	5/15/2025		30303M8L9	META PLATFORMS INC (CALLABLE)	4.60%	5/15/2028	3,220.00		
5/15/2025	5/15/2025		34535KAD0	FORDO 2025-A A3	4.45%	10/15/2029	1,038.33		
5/15/2025	5/15/2025		9128283F5	US TREASURY N/B	2.25%	11/15/2027	6,750.00		
5/15/2025	5/15/2025		05522RDJ4	BACCT 2024-A1 A	4.93%	5/15/2029	1,150.33		
5/15/2025	5/15/2025		44933XAD9	HART 2023-B A3	5.48%	4/17/2028	432.18		
5/16/2025	5/16/2025		36267KAD9	GMCAR 2023-3 A3	5.45%	6/16/2028	408.75		
5/16/2025	5/16/2025		36268GAD7	GMCAR 2024-1 A3	4.85%	12/18/2028	101.04		
5/16/2025	5/16/2025		362585AC5	GMCAR 2022-2 A3	3.10%	2/16/2027	40.56		
5/16/2025	5/16/2025		38014AAD3	GMCAR 2024-4 A3	4.40%	8/16/2029	366.67		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
5/17/2025	5/17/2025		58933YBH7	MERCK & CO INC (CALLABLE)	4.05%	5/17/2028	1,417.50		
5/17/2025	5/17/2025		10373QBY5	BP CAP MARKETS AMERICA (CALLABLE)	5.01%	11/17/2027	5,017.00		
5/20/2025	5/20/2025		92348KDY6	VZMT 2025-3 A1A	4.51%	3/20/2030	1,052.33		
5/20/2025	5/20/2025		92868MAD1	VALET 2025-1 A3	4.50%	8/20/2029	862.50		
5/21/2025	5/21/2025		38151LAG5	GOLDMAN SACHS BANK USA (CALLABLE)	5.41%	5/21/2027	5,955.40		
5/25/2025	5/25/2025		096924AD7	BMWOT 2025-A A3	4.56%	9/25/2029	703.00		
5/25/2025	5/25/2025		05592XAD2	BMWOT 2023-A A3	5.47%	2/25/2028	300.32		
5/25/2025	5/25/2025		05602RAD3	BMWOT 2022-A A3	3.21%	8/25/2026	25.84		
5/26/2025	5/26/2025		61690U8B9	MORGAN STANLEY BANK NA (CALLABLE)	5.50%	5/26/2028	6,880.00		
5/30/2025	5/30/2025		002824BF6	ABBOTT LABORATORIES (CALLABLE)	3.75%	11/30/2026	2,718.75		
6/1/2025	6/1/2025		023135CP9	AMAZON.COM INC (CALLABLE)	4.55%	12/1/2027	3,412.50		
6/1/2025	6/25/2025		3137HAQ74	FHMS K508 A2	4.74%	8/1/2028	888.75		
6/1/2025	6/25/2025		3137HAST4	FHMS K509 A2	4.85%	9/1/2028	767.92		
6/1/2025	6/25/2025		3137HH6C0	FHMS K529 A2	4.79%	9/1/2029	878.35		
6/1/2025	6/25/2025		3137HKPF5	FHMS K537 A2	4.43%	2/1/2030	775.25		
6/1/2025	6/25/2025		3137FAWS3	FHMS K067 A2	3.19%	7/1/2027	998.13		
6/1/2025	6/25/2025		3137HACX2	FHMS K505 A2	4.81%	6/1/2028	1,144.51		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
6/1/2025	6/25/2025		3137HCKV3	FHMS K520 A2	5.18%	3/1/2029	733.83		
6/1/2025	6/25/2025		3137BSP72	FHMS K058 A2	2.65%	8/1/2026	519.55		
6/1/2025	6/25/2025		3137HBFY5	FHMS K513 A2	4.72%	12/1/2028	531.45		
6/1/2025	6/25/2025		3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	457.49		
6/1/2025	6/25/2025		3137BVZ82	FHMS K063 A2	3.43%	1/1/2027	714.58		
6/1/2025	6/25/2025		3137HDV56	FHMS K524 A2	4.72%	5/1/2029	1,101.33		
6/1/2025	6/25/2025		3136BQDE6	FNA 2023-M6 A2	4.18%	7/1/2028	1,000.57		
6/1/2025	6/25/2025		3137HKXJ8	FHMS K539 A2	4.41%	1/1/2030	514.50		
6/1/2025	6/25/2025		3137H14B9	FHMS K743 A2	1.77%	5/1/2028	479.38		
6/1/2025	6/25/2025		3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	921.69		
6/1/2025	6/25/2025		3137HB3D4	FHMS K510 A2	5.06%	10/1/2028	380.18		
6/1/2025	6/25/2025		3137HBLV4	FHMS K514 A2	4.57%	12/1/2028	552.45		
6/1/2025	6/25/2025		3137F1G44	FHMS K065 A2	3.24%	4/1/2027	810.75		
6/9/2025	6/9/2025		172967NA5	CITIGROUP INC (CALLABLE)	1.46%	6/9/2027	1,681.30		
6/13/2025	6/13/2025		63253QAE4	NATIONAL AUSTRALIA BK/NY	4.90%	6/13/2028	6,125.00		
6/15/2025	6/15/2025		65480MAD5	NAROT 2023-B A3	5.93%	3/15/2028	247.08		
6/15/2025	6/15/2025		58768PAC8	MBART 2022-1 A3	5.21%	8/16/2027	352.98		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
6/15/2025	6/15/2025		02582JKP4	AMXCA 2025-2 A	4.28%	4/15/2030	932.09		
6/15/2025	6/15/2025		344930AD4	FORDO 2023-B A3	5.23%	5/15/2028	365.15		
6/15/2025	6/15/2025		448976AD2	HART 2024-C A3	4.41%	5/15/2029	441.00		
6/15/2025	6/15/2025		14318MAD1	CARMX 2022-3 A3	3.97%	4/15/2027	191.20		
6/15/2025	6/15/2025		161571HV9	CHAIT 2024-A1 A	4.60%	1/16/2029	785.83		
6/15/2025	6/15/2025		448977AD0	HART 2022-A A3	2.22%	10/15/2026	21.42		
6/15/2025	6/15/2025		34535KAD0	FORDO 2025-A A3	4.45%	10/15/2029	1,038.33		
6/15/2025	6/15/2025		92970QAA3	WFCIT 2024-A1 A	4.94%	2/15/2029	967.42		
6/15/2025	6/15/2025		44933XAD9	HART 2023-B A3	5.48%	4/17/2028	403.92		
6/15/2025	6/15/2025		89231HAD8	TAOT 2025-B A3	4.34%	11/15/2029	506.33		
6/15/2025	6/15/2025		02582JKH2	AMXCA 2024-1 A	5.23%	4/16/2029	1,067.79		
6/15/2025	6/15/2025		05522RDJ4	BACCT 2024-A1 A	4.93%	5/15/2029	1,150.33		
6/15/2025	6/15/2025		437918AC9	HAROT 2024-1 A3	5.21%	8/15/2028	607.83		
6/15/2025	6/15/2025		437921AD1	HAROT 2025-2 A3	4.15%	10/15/2029	362.55		
6/15/2025	6/15/2025		98163KAC6	WOART 2021-D A3	0.81%	10/15/2026	0.31		
6/15/2025	6/15/2025		58773DAD6	MBART 2025-1 A3	4.78%	12/17/2029	1,653.09		
6/16/2025	6/16/2025		38014AAD3	GMCAR 2024-4 A3	4.40%	8/16/2029	366.67		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
6/16/2025	6/16/2025		362585AC5	GMCAR 2022-2 A3	3.10%	2/16/2027	34.57		
6/16/2025	6/16/2025		362549AD9	GMCAR 2025-2 A3	4.28%	4/16/2030	228.27		
6/16/2025	6/16/2025		36268GAD7	GMCAR 2024-1 A3	4.85%	12/18/2028	101.04		
6/16/2025	6/16/2025		36267KAD9	GMCAR 2023-3 A3	5.45%	6/16/2028	390.25		
6/20/2025	6/20/2025		92348KDY6	VZMT 2025-3 A1A	4.51%	3/20/2030	1,052.33		
6/20/2025	6/20/2025		92868MAD1	VALET 2025-1 A3	4.50%	8/20/2029	862.50		
6/25/2025	6/25/2025		05592XAD2	BMWOT 2023-A A3	5.47%	2/25/2028	278.28		
6/25/2025	6/25/2025		437076DC3	HOME DEPOT INC (CALLABLE)	4.75%	6/25/2029	950.00		
6/25/2025	6/25/2025		05602RAD3	BMWOT 2022-A A3	3.21%	8/25/2026	19.69		
6/25/2025	6/25/2025		096924AD7	BMWOT 2025-A A3	4.56%	9/25/2029	703.00		
6/30/2025	6/30/2025		91282CGC9	US TREASURY N/B	3.87%	12/31/2027	15,984.38		
6/30/2025	6/30/2025		91282CME8	US TREASURY N/B	4.25%	12/31/2026	13,812.50		
6/30/2025	6/30/2025		91282CCH2	US TREASURY N/B	1.25%	6/30/2028	4,593.75		
6/30/2025	6/30/2025		91282CMD0	US TREASURY N/B	4.37%	12/31/2029	18,046.88		
6/30/2025	6/30/2025		91282CDQ1	US TREASURY N/B	1.25%	12/31/2026	937.50		
6/30/2025	6/30/2025		91282CEV9	US TREASURY N/B	3.25%	6/30/2029	10,562.50		
Total INTEREST		0.00					300,759.70		0.00

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
PAYDOWNS									
4/1/2025	4/25/2025	181.29	3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	181.29		
4/1/2025	4/25/2025	1.52	3136BQDE6	FNA 2023-M6 A2	4.18%	7/1/2028	1.52		0.02
4/1/2025	4/25/2025	331.90	3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	331.90		4.81
4/15/2025	4/15/2025	7,512.19	14318MAD1	CARMX 2022-3 A3	3.97%	4/15/2027	7,512.19		0.08
4/15/2025	4/15/2025	8,791.08	58768PAC8	MBART 2022-1 A3	5.21%	8/16/2027	8,791.08		0.86
4/15/2025	4/15/2025	4,921.65	448977AD0	HART 2022-A A3	2.22%	10/15/2026	4,921.65		0.06
4/15/2025	4/15/2025	2,378.15	98163KAC6	WOART 2021-D A3	0.81%	10/15/2026	2,378.15		0.10
4/15/2025	4/15/2025	361.31	44933XAD9	HART 2023-B A3	5.48%	4/17/2028	361.31		0.01
4/16/2025	4/16/2025	2,374.96	362585AC5	GMCAR 2022-2 A3	3.10%	2/16/2027	2,374.96		0.19
4/25/2025	4/25/2025	2,376.26	05602RAD3	BMWOT 2022-A A3	3.21%	8/25/2026	2,376.26		0.04
4/25/2025	4/25/2025	4,912.58	05592XAD2	BMWOT 2023-A A3	5.47%	2/25/2028	4,912.58		0.53
5/1/2025	5/25/2025	234.30	3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	234.30		
5/1/2025	5/25/2025	1.71	3136BQDE6	FNA 2023-M6 A2	4.18%	7/1/2028	1.71		0.02
5/1/2025	5/25/2025	352.72	3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	352.72		4.85
5/15/2025	5/15/2025	7,174.63	14318MAD1	CARMX 2022-3 A3	3.97%	4/15/2027	7,174.63		0.06
5/15/2025	5/15/2025	8,170.22	58768PAC8	MBART 2022-1 A3	5.21%	8/16/2027	8,170.22		0.77
5/15/2025	5/15/2025	2,307.55	98163KAC6	WOART 2021-D A3	0.81%	10/15/2026	2,307.55		0.09

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
PAYDOWNS									
5/15/2025	5/15/2025	4,557.53	448977AD0	HART 2022-A A3	2.22%	10/15/2026	4,557.53		0.05
5/15/2025	5/15/2025	6,189.98	44933XAD9	HART 2023-B A3	5.48%	4/17/2028	6,189.98		0.17
5/15/2025	5/15/2025	1,217.80	344930AD4	FORDO 2023-B A3	5.23%	5/15/2028	1,217.80		0.01
5/16/2025	5/16/2025	4,073.87	36267KAD9	GMCAR 2023-3 A3	5.45%	6/16/2028	4,073.87		0.10
5/16/2025	5/16/2025	2,318.61	362585AC5	GMCAR 2022-2 A3	3.10%	2/16/2027	2,318.61		0.17
5/25/2025	5/25/2025	2,298.20	05602RAD3	BMWOT 2022-A A3	3.21%	8/25/2026	2,298.20		0.04
5/25/2025	5/25/2025	4,833.96	05592XAD2	BMWOT 2023-A A3	5.47%	2/25/2028	4,833.96		0.51
6/1/2025	6/25/2025	198.75	3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	198.75		
6/1/2025	6/25/2025	17.60	3136BQDE6	FNA 2023-M6 A2	4.18%	7/1/2028	17.60		0.19
6/1/2025	6/25/2025	334.20	3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	334.20		4.35
6/15/2025	6/15/2025	463.82	98163KAC6	WOART 2021-D A3	0.81%	10/15/2026	463.82		0.02
6/15/2025	6/15/2025	5,725.95	344930AD4	FORDO 2023-B A3	5.23%	5/15/2028	5,725.95		0.05
6/15/2025	6/15/2025	4,398.87	448977AD0	HART 2022-A A3	2.22%	10/15/2026	4,398.87		0.05
6/15/2025	6/15/2025	6,732.65	14318MAD1	CARMX 2022-3 A3	3.97%	4/15/2027	6,732.65		0.06
6/15/2025	6/15/2025	6,158.67	44933XAD9	HART 2023-B A3	5.48%	4/17/2028	6,158.67		0.16
6/15/2025	6/15/2025	7,937.67	58768PAC8	MBART 2022-1 A3	5.21%	8/16/2027	7,937.67		0.72
6/16/2025	6/16/2025	2,286.89	362585AC5	GMCAR 2022-2 A3	3.10%	2/16/2027	2,286.89		0.16

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
PAYDOWNS									
6/16/2025	6/16/2025	5,130.32	36267KAD9	GMCAR 2023-3 A3	5.45%	6/16/2028	5,130.32		0.12
6/25/2025	6/25/2025	2,125.79	05602RAD3	BMWOT 2022-A A3	3.21%	8/25/2026	2,125.79		0.03
6/25/2025	6/25/2025	4,617.55	05592XAD2	BMWOT 2023-A A3	5.47%	2/25/2028	4,617.55		0.48
Total PAYDOWNS		124,002.70					124,002.70		19.93
SELL									
4/9/2025	4/9/2025	105,000.00	91282CGR6	US TREASURY N/B	4.62%	3/15/2026	106,031.28		713.04
4/9/2025	4/9/2025	300,000.00	91282CCJ8	US TREASURY N/B	0.87%	6/30/2026	290,042.11		-11,436.22
4/9/2025	4/9/2025	85,000.00	91282CBW0	US TREASURY N/B	0.75%	4/30/2026	82,582.36		-2,042.54
4/16/2025	4/17/2025	20,000.00	91282CCJ8	US TREASURY N/B	0.87%	6/30/2026	19,335.32		-766.20
4/16/2025	4/17/2025	70,000.00	91282CCJ8	US TREASURY N/B	0.87%	6/30/2026	67,673.62		-1,110.71
4/22/2025	4/24/2025	50,000.00	857477CD3	STATE STREET CORP (CALLABLE)	5.27%	8/3/2026	51,103.10		510.00
4/23/2025	4/28/2025	30,000.00	91282CCJ8	US TREASURY N/B	0.87%	6/30/2026	29,015.65		-486.33
4/24/2025	4/25/2025	60,000.00	91282CCJ8	US TREASURY N/B	0.87%	6/30/2026	58,033.97		-957.45
4/25/2025	4/28/2025	120,000.00	91282CCJ8	US TREASURY N/B	0.87%	6/30/2026	116,132.90		-1,875.01
4/28/2025	4/29/2025	200,000.00	91282CCP4	US TREASURY N/B	0.62%	7/31/2026	192,452.31		-6,156.88
4/30/2025	5/1/2025	100,000.00	91282CHM6	US TREASURY N/B	4.50%	7/15/2026	102,106.74		481.22
5/7/2025	5/8/2025	15,000.00	91282CHM6	US TREASURY N/B	4.50%	7/15/2026	15,304.45		48.31

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
SELL									
5/7/2025	5/8/2025	165,000.00	91324PEC2	UNITEDHEALTH GROUP INC (CALLABLE)	1.15%	5/15/2026	160,826.55		-5,026.63
5/7/2025	5/8/2025	135,000.00	46625HQW3	JPMORGAN CHASE & CO (CALLABLE)	3.30%	4/1/2026	134,191.58		810.11
5/21/2025	5/22/2025	100,000.00	91282CHM6	US TREASURY N/B	4.50%	7/15/2026	101,981.07		109.20
5/27/2025	5/28/2025	25,000.00	91282CHM6	US TREASURY N/B	4.50%	7/15/2026	25,510.99		25.42
5/30/2025	6/4/2025	145,000.00	002824BF6	ABBOTT LABORATORIES (CALLABLE)	3.75%	11/30/2026	144,368.77		1,897.04
5/30/2025	6/4/2025	315,000.00	91282CHM6	US TREASURY N/B	4.50%	7/15/2026	321,835.56		458.77
6/3/2025	6/4/2025	200,000.00	254683CZ6	DCENT 2023-A2 A	4.93%	6/15/2028	201,528.20		1,024.31
6/3/2025	6/4/2025	110,000.00	02582JJZ4	AMXCA 2023-1 A	4.87%	5/15/2028	110,725.31		448.43
6/3/2025	6/4/2025	230,000.00	14041NGD7	COMET 2023-A1 A	4.42%	5/15/2028	230,437.71		-67.59
6/3/2025	6/4/2025	95,000.00	05522RDG0	BACCT 2023-A1 A1	4.79%	5/15/2028	95,551.89		324.62
6/12/2025	6/13/2025	300,000.00	91282CFB2	US TREASURY N/B	2.75%	7/31/2027	295,999.83		476.61
6/12/2025	6/13/2025	45,000.00	91282CCP4	US TREASURY N/B	0.62%	7/31/2026	43,398.25		-1,361.24
6/18/2025	6/20/2025	25,000.00	91282CCP4	US TREASURY N/B	0.62%	7/31/2026	24,118.05		-754.60
6/18/2025	6/20/2025	15,000.00	91282CFB2	US TREASURY N/B	2.75%	7/31/2027	14,810.31		22.80
6/26/2025	6/27/2025	295,000.00	91282CAH4	US TREASURY N/B	0.50%	8/31/2027	275,817.99		-610.40

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
SELL									
6/27/2025	6/27/2025	25,000.00	91282CAH4	US TREASURY N/B	0.50%	8/31/2027	23,357.80		-68.33
Total SELL		3,380,000.00					3,334,273.67		-25,370.25

Important Disclosures

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- Generally, PFMAM's market prices are derived from closing bid prices as of the last business day of the month as supplied by ICE Data Services. There may be differences in the values shown for investments due to accrued but uncollected income and the use of differing valuation sources and methods. Non-negotiable FDIC-insured bank certificates of deposit are priced at par. Although PFMAM believes the prices to be reliable, the values of the securities may not represent the prices at which the securities could have been bought or sold. Explanation of the valuation methods for a registered investment company or local government investment program is contained in the appropriate fund offering documentation or information statement.
- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. **Past performance is not indicative of future returns.**
- ICE Bank of America Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

Glossary

- **Accrued Interest:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **Agencies:** Federal agency securities and/or Government-sponsored enterprises.
- **Amortized Cost:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- **Asset-Backed Security:** A financial instrument collateralized by an underlying pool of assets – usually ones that generate a cash flow from debt, such as loans, leases, credit card balances, and receivables.
- **Bankers' Acceptance:** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- **Commercial Paper:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **Contribution to Total Return:** The weight of each individual security multiplied by its return, then summed for each sector to determine how much each sector added or subtracted from the overall portfolio performance.
- **Effective Duration:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **Effective Yield:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **Interest Rate:** Interest per year divided by principal amount and expressed as a percentage.
- **Market Value:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **Maturity:** The date upon which the principal or stated value of an investment becomes due and payable.
- **Negotiable Certificates of Deposit:** A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- **Par Value:** The nominal dollar face amount of a security.
- **Pass-through Security:** A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.

Glossary

- Repurchase Agreements: A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- Settle Date: The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- Supranational: A multinational union or association in which member countries cede authority and sovereignty on at least some internal matters to the group, whose decisions are binding on its members.
- Trade Date: The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- Unsettled Trade: A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- U.S. Treasury: The department of the U.S. government that issues Treasury securities.
- Yield: The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- YTM at Cost: The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- YTM at Market: The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.

Fairfield-Suisun Sewer District

Contemplated Board of Directors Agenda Items

July 28, 2025

Month Year	Contemplated Board of Directors Meeting Agenda Items	Executive Committee	Board of Directors
August 2024		Not Scheduled	Not Scheduled
September 2025	1. General Manager Quarterly Check-In (Executive Committee) 2. Treatment Plant Energy Profile and Cost Saving Measures 3. Approve Construction Mgmt Contract for Suisun Force Main Reliability Project 4. Approve Amendment No. 1 to the Solano Stormwater Alliance Agreement 5. Award Design Contract for Sewer Trunk Lining Rehabilitation Project	9/15/2025	9/22/2025
October 2025	1. Quarterly Investment Report 2. Discussion on Drainage Maintenance Program Funding Deficit 4. Receive Report on District Internship Program	10/20/2025	10/27/2025
November 2025	1. Adopt Board Calendar for 2026 2. Receive Report on District Community Engagement Strategy 3. Award Construction Contract for Electrical Replacement Project, Phase 2	11/17/2025	11/24/2025
December 2025		Not Scheduled	Not Scheduled
January 2026	1. Quarterly Investment Report 2. Report on Financial Audit for FY 2023-2024 3. General Manager Quarterly Check-In (Executive Committee)	1/12/2026	1/26/2026
February 2026	1. Directors Report on CASA Winter Conference	2/9/2026	2/23/2026
March 2026	1. Directors Report on CASA DC Policy Forum Meeting 2. Award Professional Services Contract for the Storm Drain Master Plan	3/16/2026	3/23/2026
April 2026	1. Quarterly Investment Report 2. Report on Vacancies per AB 2561 3. General Manager Annual Performance Evaluation	4/20/2026	4/27/2026
May 2026	1. Adopt Resolution Approving Budget 2. Adopt Resolution Approving Employee Salary Schedule 3. Review Updates and Approve Investment Policy 4. Review Board Compensation	5/11/2025	5/18/2025
June 2026	1. 2.	6/15/2022	6/22/2026
July 2026	1. Quarterly Investment Report 4. General Manager Quarterly Check-In (Executive Committee)	7/17/2026	7/24/2026

FAIRFIELD-SUISUN SEWER DISTRICT

MINUTES

1010 Chadbourne Road • Fairfield, California 94534 • (707) 429-8930 • www.FairfieldSuisunSewer.ca.gov

Board of Directors Meeting Minutes

Date: Monday, July 28, 2025

Meeting Place: 1010 Chadbourne Road, Fairfield, California

Meeting Time: 6:00 pm

1. The meeting was called to order at 6:00 p.m. by President Jenalee Dawson, who presided over the meeting.

Roll Call – The following Board members were present: Directors Carr, Dawson, Hernandez, Pal, Panduro, Shepherd, Tonnesen, Washington and Williams. Director Moy participated via teleconference. No Board Alternates were present.

2. Pledge of Allegiance was led by Director Doug Carr.
3. Public Comments: No comments.
4. Director Comments: No comments.
5. General Manager Report – General Manager Jordan Damerel reported the District successfully submitted the Defense Community Infrastructure Program Grant proposal in the amount of \$7.5 million to the Department of Defense to help pay for design and construction of the Suisun Main Force Project. Damerel acknowledged Senior Engineer Karl Ono on the proposal preparation, Joe Dingman from the Travis Community Consortium and General Johnson who wrote a letter of support for the proposal. Solano County Board of Supervisors had a meeting regarding the Suisun Valley and Woodcreek project and sewer service outside the city limits. County staff presented to the Board of Supervisors letters from the District in response to Board items earlier in the year, highlighting the need to complete a comprehensive sewer evaluation for County-proposed development in unincorporated areas. Engineering Manager Irene O'Sullivan highlighted a District event from mid-July hosting several students from the Student Conservation Association in coordination with Solano Research Conservation District, and thanked Director of Environmental Services Meg Herston for facilitating career talks with the students. Damerel noted an outreach flyer with information about the District was mailed out to residents of Fairfield and Suisun City. There will be no Executive Committee Meeting and Board of Directors Meeting in August.
6. Consent Calendar:
 - (a) Adopt Resolution No. 2025-25 Approving CASA Board of Directors Slate and Dues
 - (b) Adopt Resolution No. 2025-26 Authorizing the General Manager to Execute an Agreement for Engineering Design Services for Lopes Road Lift Station
 - (c) Approve Board Minutes of June 23, 2025

With a correction to reflect Director Panduro as "Absent" for all votes in the June 23, 2025 minutes, it was moved by Director Panduro, seconded by Director Shepherd, to approve the Consent Calendar. The motion carried by the following vote:

AYES: Carr, Dawson, Hernandez, Moy, Pal, Panduro, Shepherd, Tonnesen,
Washington, Williams
NOES: None
ABSTAIN: None
ABSENT: None

7. Action Item:

- (a) Adopt Resolution No. 2025-27 Authorizing the General Manager to Execute an Agreement with Woodard & Curran, Inc. to provide Engineering Services for the Collection System Master Plan in an amount not to exceed \$1,172,865

Senior Engineers Karl Ono provided a brief update on the Collection System Master Plan and Collection System Asset Management Plan to combine the study in partnership with both City of Fairfield and Suisun City.

Upon motion by Director Hernandez, seconded by Director Shepherd, Action Item No. 7a was passed by the following vote:

AYES: Carr, Dawson, Hernandez, Moy, Pal, Panduro, Shepherd, Tonnesen,
Washington, Williams
NOES: None
ABSTAIN: None
ABSENT: None

8. Information Item:

- (a) Board Calendar

No comments.

The meeting adjourned at 6:20 pm.

Respectfully submitted,


President

ATTEST:


District Clerk