

**From:** Jacob Patterson <jacob.patterson.esq@gmail.com>  
**Sent:** Thursday, June 19, 2025 2:09 PM  
**To:** City Clerk  
**Cc:** Whippy, Isaac  
**Subject:** Public Comment -- 6/23/25 CC Mtg., Item No. 8D, Paving Contracts

City Council & Manager,

I am flabbergasted by this agenda item. The most recent paving project was a fiasco, as you all know, for a variety of reasons. Two main issues were the design work from the project engineer (both for the Oak/Harold intersection but also for Franklin Street) and the actual contractor allegedly negligently applying faulty slurry seal. Well, the next (very expensive) paving project is now being brought forward for you to potentially award the construction contract to Argonaut and the construction project management contract to Lumos. Who was responsible for the paving issues? The same engineer who now works at Lumos and the contractor Argonaut. Do you see any issues with this? I do. We are being asked to use the same people who have already demonstrated they cannot competently perform this exact same type of work. Despite stated assurances that we have controls in place to avoid repeating these issues, I have no confidence that is actually the reality. IMO, in almost no situation should we use Argonaut for our paving projects after what they did this last time.

Likewise, why would we continue to award business to an engineer whose design was a significant contributing factor to the reason why you have a closed session right before the meeting when these contracts are being proposed? IMO, there is zero reason to use Lumos for any additional services and we should be looking for replacement options, including for the on-call work they currently provide. We would be better off putting these out for bid again and do specific outreach to other contractors to try to get them to submit bids and proposals. For example, we could approach the two-engineers in Willits who worked on the EV charging project at the PD. I believe they are called Tall tree Engineering. I'd rather try new engineers who don't have a demonstrated history of shoddy, if not negligent, work. I don't even understand why this is being brought forward based on the past issues with both of these service providers.

We are not in a rush and I am sure that both firms will be able to resubmit a new proposal along with any other firms we can get. If we still can't get anyone to bid, then maybe we should proceed but not before giving that a try.

Regards,

--Jacob

## Paoli, Diana

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**From:** Jacob Patterson <jacob.patterson.esq@gmail.com>  
**Sent:** Monday, June 23, 2025 11:52 AM  
**To:** City Clerk  
**Cc:** Whippy, Isaac  
**Subject:** Public Comment 2 -- 6/23/25 CC Mtg., Item No. 8D, Paving Contracts

City Council & Manager,

Despite having serious concerns about the recommended action as I detailed in my prior comment, I have a serious procedural concern. The public has a right to actually know what action is being proposed, in this case the potential approval of two contracts. However, the entire contracts are not included in the agenda materials. In fact, the most important substance of the proposed contracts are totally omitted. This is improper because it not only deprives the public of our right to make informed public comments about the contract we haven't seen but also because you, the decision-makers, haven't seen what you are being asked to approve. How is this a good idea?

In the past, we usually would at least have the recommended bid where all the substance of the contract is found--I usually advocate for all the submissions so we can compare them rather than just having what staff recommends before us but we don't even have the recommended/sole bid. The omitted information is critical because it details the cost breakdowns for different project components but it also identifies the various subcontractors. In the case of Argonaut, we can't even tell if they are proposing to sue the same slurry seal subcontractor whose work failed last time! The last paving project had components that worked and components that didn't and I don;t necessarily mind awarding another contract to Argonaut, provided they aren't using the same deficient subcontractors.

Finally, there is a major problem in these contracts in that the City Manager needs to be identified as the only city person with suignature authority for change orders. Right now, it is just Chantell so there is no internal review process and she will have authority to make all sorts of decisions without any review by John or Isaac. In light of the issues we are still dealing with for the most recent paving project contracts, it is critical to be careful and ensure that important contract-related decisions have a robust internal review process. Having only a single staff person with no formal oversight is a recipe for repeats of the same problems we faced.

To illustrate, one of the things I learned through looking into the Oak and Harold situation is that the contractor actually informed City staff that the designs were faulty before proceeding with the work, which they recommended be fixed up front. Instead of following that advice, PW management staff overruled the contractor's and subordinate staff's expertise and told them to proceed anyway leading to the situation we are now faced with. (If what I was told is accurate, it would make it almost impossible to try to hold someone else legally accountable for the deficient work, at least someone other than the design team.) To protect against those types of things happening again, I think it is prudent to have John and or Isaac listed in the contract as the City's people with formal authority to direct how the contracts will be implemented as well as any change orders.

These contracts are concerning and we haven't even seen the substance. I recommend postponing a decision, and possibly calling a special meeting to deal with these two contracts rather than proceeding practically blind and getting us into a repeat nightmare scenario.

On a separate note, even if you choose to proceed with the construction contract tonight, there is no similar time sensitivity for the construction project management contract and it can easily be delayed until we have time to explore alternatives first. We shouldn't put the same engineer who did the deficient engineering work for the Oak and Harold intersection in charge of overseeing this project even if he did the design work too. (How can we even trust the design work this time?)

Regards,

--Jacob