Paoli, Diana

From: Jacob Patterson <jacob.patterson.esq@gmail.com>
Sent: Monday, June 8, 2026 1:51 PM
To: City Clerk
Cc: Whippy, Isaac
Subject: Public Comment -- 6/8/26 CC Mtg., Item No. 5E

City Council & Staff,

This agenda item is confusing and, IMO, inadvisable. First, the proposal doesn't provide any service we need and is basically limited to pavement marking and contractor oversight without any of the other tasks construction project managers perform. Most concerning is the fact that Lumos is proposed since their negligence and incompetence (along with ineffective oversight from City staff) was the main issue with the warranty work that needs to be done for the 2025 Streets project. The two main issues from 2025 are delaminating slurry seal on Laurel Street, which has incidentally spread from just one block of spot failures between Harrson and Whipple to the other two blocks of Laurel, and the complete lack of prep work for N. Harbor Drive. Both of those issues are squarely within the responsibility of Lumos and staff. You can't apply surrey seal when it is raining or even heavily drizzling and that was what happened to Laurel Street despite promises from Chantell that the same slurry seal mistakes from the 2022 project wouldn't be repeated--guess what, they were and now we have to have the contractors come back and fix work that shouldn't have proceeded in the rain when it did. North Harbor Drive is even more egregious in that the street segment was slurried without any of the necessary prep--feel free to ask the staff who actually understand paving, not their managers who fall short. The contracting team didn't clean off the small mudslides from the eastern portion of the road and just drove their slurry equipment around, and in some cases directly over, the dirt accumulated on the existing pavement. On the west side, they failed to remove any of the vegetation or soil that had also accumulated on top of the existing pavement before the slurry went down. (On Laurel Street they at least cleaned out the gutters before applying the fresh slurry on the old pavement.) This isn't a drainage issue or even an issue with the slurry mix but with a complete lack of prep and inadequate oversight.

Lumos and Chantell--the staff person proposing this contract amendment--contributed significantly to these failures through their own negligence. Please note that we are being asked to pay $24,000 to the same failed and negligent construction project manager who still claims that there is nothing wrong with the clearly and obviously deficient work performed on North Harbor Drive. How can we expect them to protect the City taxpayers to ensure we get what we paid for if they won't even acknowledge that something needs to be fixed? This proposal essentially pays the same firm who failed in their work the first time to come back and oversee the repairs for that deficient work. Even if such outside oversight were prudent, and it is not, we shouldn't have to pay for it. Lumos or Argonaut should foot the bill for the full scope of any warranty work as a matter of law. When you take your car in for warranty repairs do you pay the dealership service department to verify the work was sufficient? No, that is included and it should be included here. If Lumos needs to be paid for the warranty work associated with the 2022 streets project where SHN was the construction project manager, Argonaut should pay for it not the City's taxpayers. That is a basic concept of consequential damages. Did Baron not review this situation? I suspect not.

The three of you up for re-election should think very carefully before you approve this agenda item. It should be pulled from the Consent Calendar and rejected (or just not even considered). We are creating our own in-house streets team led by a local having expert and he should be overseeing this warranty work, which wouldn't have any incremental cost to the City.

Please note another issue with this: I spoke with Isaac and he denies that when a staff recommendation is presented to the City Council through an agenda item that it is inherently him, as CM, endorsing the staff recommendation even if it comes from subordinate staff. He tells me that he doesn't review everything before it is presented and doesn't always support the recommendation and that it is the Council's responsibility to check things and deny or alter them as necessary. I disagree and feel that most of you probably assume that Isaac is endorsing the recommendation so you are more likely than not to approve it assuming the staff work is solid and it was reviewed to ensure that. Please keep that in mind for agenda items like this one that even he doesn't clearly think make sense. I think he is wrong and you may want to consider that for his performance evaluations.

IMO, all agenda items need to go through an internal review process and if they make it to a meeting for decision, both the City Manager and City Attorney are endorsing them (the City Attorney only as to legal issues not the substance of the proposal). This questionable and poorly thought-out agenda item should have never made it through the internal review process that might not have even happened. At best, this should be reviewed by legal with an eye to whose liability these costs should be and perhaps brought back at the next meeting if he deems it prudent to do so. Personally, I think we should just have Steve and Ian provide the marking and warranty oversight as part of our new in-house streets program. I hope we aren't going to have to hire an unnecessarily expensive outside construction project manager every time our in-house team does any paving work. That would defeat the purpose of bringing these things in house. Frankly, they are much more competent in these matters than Lumos proved itself to be for the 2025 project despite whatever staff might lead you to believe since admitting the truth involves acknowledging their own significant contribution to the problems.

Best,

--Jacob