



**PUBLIC WORKS COMMISSION**  
CITY AND COUNTY OF SAN FRANCISCO

**London N. Breed**, Mayor

***Correspondence Log***

***June 4, 2024, through June 17, 2024***

<b>Date Received</b>	<b>From</b>	<b>Subject</b>
June 10, 2024	Raymone Horne	Subcontractor for 190 9 <sup>th</sup> Street Window Replacement

# R & I GLASSWORKS

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www.riglassworks.net  
650-488-7186 707-642-6981 (Fax)

Date: June 10, 2024

San Francisco Public Works  
City and County of San Francisco  
49 South Van Ness Avenue, Suite 1600  
San Francisco, CA 94103

Dear Commissioner Gerald Turner

Commissioners, I thank you for the time and appreciate you listening to my story. My name is Ray Horne of R & I Glassworks, and I am here to plead for fair dealings on behalf of my company and family. I entered into a subcontract with Buhler Commercial Construction on January 31, 2020, for the DPW 190 9<sup>th</sup> Street Window Replacement Project.

I am here to ask for help as I feel I have exhausted all my avenues for relief and am suffering from a lack of advocacy that I thought was available to the LBE contracting community.

I submitted a claim to DPW / the City Attorney which was denied to the statute of limitations. The claim was submitted within the year of the project closing but DPW / the City Attorney opted to choose an unidentifiable date to deny the claim. I am in the process of appealing against the statute of limitations but have no expectation of fairness as I have been treated unfairly to date.

As one of the few remaining black contractors in San Francisco, this is an attempt at obtaining fairmindedness and equity on this contract.

The timeline of events is as follows:

- Entered into DPW 190 9<sup>th</sup> Street Window Replacement Project as a subcontractor to Buhler Commercial Construction on January 31, 2020.

- March 23, 2020, I reached out to Contract Monitoring Division for assistance due to the hostile treatment from Buhler.
- Buhler made claims disparaging my capability to perform the scope of work despite knowing I am a fully licensed Union Glazer with 20+ years' experience.
- From the first minute of the contract, Buhler complained formally and informally to the City maligning R & I's work.
  
- R & I was notified of defective work but prevented from curing or remediating any deficiencies or even completing the punchlist items.
- The City ordered a test of the installed windows that exceeded the manufacturer's parameters and were contrary to their written specifications.
  - The Windows could only fail given the conditions and here are some R of my arguments supporting that claim:
    - R & I was prevented from completing punchlist items;
    - Testing exceeding manufacturer's parameters and written specifications;
    - The windows were designed with vents to allow moisture to escape; and
    - R & I was blocked from providing remediations and cures despite multiple attempts.
- On October 28, 2021, R & I entered the library after the historic atmospheric river storm and there were no leaks which I will share.
- R & I received a termination letter from DPW/Buhler. The issues with the termination and attempt to replace R & I are:
  - DPW did not follow its own partnering requirements and did nothing to mediate or mitigate the hostile environment created by Buhler;
  - CMD did not agree to DPW's termination and removal of R & I, but DPW proceeded anyway;
  - R & I was replaced by a majority non-LBE firm.
  - Buhler made no attempt to mitigate the pricing on the project and charged everything to R & I.
  - The replacement glazer, Rainbow's pricing increased substantially as there was a three-year time delay between R & I's pricing and Rainbow's submittal; and
  - Rainbow completed the project with the same remediation plan that R & I had suggested.
  
- R & I has been thwarted at every attempt to have a voice or to find an advocate.

Buhler's next step was to make a \$2,000,000 claim on R & I's surety bond. Buhler made no attempts at remediation or mitigation in the pricing and passed every price increase to R & I with DPW's blessing. All delays and LDs were attributed solely to R & I. Buhler was absolved of any responsibility of cost mitigation. DPW removed some of the LDs and Buhler reduced its claim to \$360,000 with attorney fees.

## Project #1000015029 – 190 9<sup>th</sup> St. Window Replacement

Exhibit 1- Union Letter

Exhibit 2 - Email to CMD and meeting set up and outcome of conciliatory meeting between Buhler / R & I

Exhibit 3 – Manufacturers Instruction

Exhibit 4 – Window Specifications

Exhibit 5 – Water Test Results

Exhibit 6 – Remediations Plans

Exhibit 7 – Atmospheric River / Pictures from inside Library showing windows did not leak under historical storm conditions before Rainbow Waterproofing began its remediation process.

Exhibit 8 – LBE Referrals

Exhibit 9 – Rainbow Waterproofing Background

Exhibit 10 – Termination Letter

Exhibit 11 – Public Works Claim Letter

Due to the cost of litigation, the surety is settling the claim for \$289,000 which includes attorney fees.

R & I is here to plead for a review of what transpired, if not for R & I but to ensure that no LBE working for DPW at any level is left without advocacy or a voice.

I am available for questions and have brought a flash drive for each of you with additional information. My contact information is Ray Horne at 707-689-6889. Thank you for your time.

Sincerely

Raymond Horne  
Owner  
R&I Glassworks