DAVID CHIU, State Bar #189542
City Attorney

KESLIE STEWART, State Bar #184090
Chief of Public Integrity and Investigations

RICHARD E. ROBINSON, State Bar #280529
Deputy City Attorney

Fox Plaza
1390 Market Street, Suite 425
San Francisco, CA 94102-5408
Telephone: (415) 554-3954
Facsimile: (415) 255-0733
E-Mail: richard.e.robinson@sfcityatty.org

Attorneys for Charging Official

CITY AND COUNTY OF SAN FRANCISCO

CITY ATTORNEY DAVID CHIU
CITY AND COUNTY OF SAN FRANCISCO

In the matter of:

ANDREW M. JORDAN AND
ANDREW M. JORDAN, INC. DBA
A&B CONSTRUCTION

STIPULATION AND AGREEMENT BETWEEN THE
CITY AND COUNTY OF SAN FRANCISCO, AND
ANDREW M. JORDAN, AND ANDREW M. JORDAN,
INC., DBA A&B CONSTRUCTION REGARDING
FUTURE PARTICIPATION IN CONTRACTING
WITH THE CITY AND COUNTY OF SAN
FRANCISCO
David Chiu, City Attorney of the City and County of San Francisco ("San Francisco" or "City"), acting as charging official pursuant to Sections 28.1 and 28.2 of the San Francisco Administrative Code and on behalf of the City, on the one hand, and respondents Andrew M. Jordan, and Andrew M. Jordan Inc. DBA A & B Construction (collectively, "Respondents"), on the other, hereby enter into the following Stipulation and Agreement (the "Agreement"). The City and Respondents are referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, on or about June 27, 2023, the City Attorney issued an Order of Debarment debarring Alan Varela, William Gilmartin II, ProVen Management Inc. and certain named affiliates (collectively, "Debarred Contractors") for a period of five years beginning March 1, 2021;

WHEREAS, the City Attorney contends that Respondents were at one time "affiliates" of one or more of the Debarred Contractors, as that term is defined in Section 28.1 of the San Francisco Administrative Code;

WHEREAS, Respondents have cooperated with the City’s investigation into Respondents’ connections with the Debarred Contractors;

WHEREAS, Respondents represent and warrant that they did not participate in the conduct that gave rise to the June 27, 2023 Debarment Order;

WHEREAS, Respondents have agreed to refrain from contracting with the City for a period of three years, pursuant to the terms and conditions set forth in this Agreement;

WHEREAS, the City, in recognition of Respondents’ cooperation with the City Attorney’s investigation, has agreed to refrain from pursuing administrative suspension or debarment proceedings against Respondents under Chapter 28 of the San Francisco Administrative Code based on the alleged affiliate status of Respondents prior to the effective date of this Agreement;

THEREFORE, the City and Respondents hereby AGREE as follows:

1) For a period of three years beginning on the effective date of this Agreement, Respondents, their affiliates, and the corporate officers, responsible managing employees, or other owners or officers of Respondents or their affiliates, agree not to participate or seek to participate in any contract or grant at any tier, directly or indirectly, with or for the City and County of San Francisco. For the purposes of this Agreement, participation shall mean submission of a qualification
statement, proposal, bid, quote, grant request, or other submittal seeking to contract directly or
indirectly with the City for the purpose of providing any goods or services or construction work
(including tenant improvement work) to or for the City including, without limitation, as any grantee,
contractor, subcontractor, consultant, subconsultant or supplier at any tier. Participation shall also
include assistance to another contractor in the preparation of any such submittal. Respondents agree
that, if a Respondent submits any such qualification statement, proposal, bid, quote, grant request, or
other similar submittal during the three-year term, the City may immediately and without hearing,
briefing, or other process, find Respondents non-responsible and refuse to award any related
contract(s) or grant(s).

2) This Agreement is not an order of debarment or suspension, and nothing in this
Agreement shall prevent Respondents from seeking to contract with other public entities, so long as
those contracts do not involve the City. Nothing in this Agreement shall be construed as an admission
that Respondents participated in any way in the conduct that gave rise to the June 27, 2023 Debarment
Order. Nothing in this agreement shall be construed as Respondents having been prohibited,
disqualified, or prevented from bidding on or completing any government projects.

3) Respondents represent and warrant that the Debarred Contractors do not have any
ownership interest in Respondents, and that Respondents do not have any ownership interest in the
Debarred Contractors. Respondents shall not, for a period of three years beginning on the effective
date of this Agreement, enter into any business contracts or agreements with any of the Debarred
Contractors.

4) Except as otherwise set forth in this Agreement, the City will not initiate debarment or
suspension proceedings under Chapter 28 of the San Francisco Administrative Code based on the
alleged affiliate status of Respondents prior to the effective date of this Agreement.

5) In the event Respondents or any of them breach any of the terms of this Agreement,
including but not limited to Respondents’ representations in the Recitals, Respondents stipulate to
debarment for the statutory maximum of five years. If the Parties dispute whether there has been a
breach of this Agreement, the Parties shall use the Administrative Procedures set forth in Chapter 28
of the Administrative Code to resolve such dispute, except that Respondents agree that the remedy for
any established breach will be a five-year term of suspension and/or debarment, beginning from the date that the City issues a new suspension or debarment order.

6) This Agreement solely concerns the relationship between Respondents and the Debarred Contractors. Nothing in this Agreement shall be construed to impair the City from enforcing any other legal or contractual rights the City may have against the Respondents. Furthermore, nothing in this stipulation shall be construed to impair the City’s right to pursue debarment or suspension of individuals or entities other than Respondents.

7) Respondents acknowledge that this Agreement shall be posted publicly, including on City websites that list contractors that may not participate in City contracting.

8) The provisions of this Agreement, including the whereas clauses above, are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement shall also remain in full force and effect, and shall be enforceable.

9) The laws of the State of California shall govern the Parties’ rights and obligations under this Agreement.

10) Respondents acknowledge that they have had an opportunity to be advised by their own independently selected legal counsel and other advisors in connection with this Agreement and enter into the Agreement solely on the basis of that advice, if any, and on the basis of their own independent investigation of all the facts, law, and circumstances material to this Agreement or any provision thereof, and not in any manner or to any degree based upon any statement or omission by any other party or its legal counsel. By executing this Agreement, Respondents acknowledge that they have read the Agreement and understand its terms and provisions.

11) Respondents represent and warrant that (1) they are authorized to enter into this Agreement; and (2) that the individual signing on behalf of each Respondent is authorized to execute the Agreement on its behalf.
12) This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, with the same force and effect as if all signatures appeared on the same document. A photocopy will serve in place of an original. Likewise, a copy of this Agreement with a signature transmitted by facsimile or by email or other electronic means, shall be deemed to be and may be relied upon as an original, executed counterpart.

13) This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, trustees, beneficiaries, predecessors, successors, assigns, partners, partnerships, parents, subsidiaries, affiliated and related entities, officers, officials, directors, principals, agents, servants, employees, and representatives.

14) This Agreement may not be modified, amended, or supplemented except by written instrument specifically identifying this Agreement and signed by each of the Parties.

15) Each Party agrees to bear its own costs and fees associated with or arising from the matters covered in this Agreement that have been incurred up until the effective date of the Agreement.

16) This Agreement and its wording are the result of mutual arm's-length negotiation, and in the event of a dispute concerning the meaning of any term contained herein, no adverse inference or presumption shall be drawn against any Party as a result of that Party's role in drafting this agreement.

17) The effective date of this Agreement shall be the date of the latest signature below.

IT IS SO AGREED.

Dated: 12/4/23

DAVID CHIU
City Attorney
KELSEY STEWART
Chief of Public Integrity and Investigations
RICHARD E. ROBINSON
Deputy City Attorney

By:

RICHARD E. ROBINSON

AGREEMENT BTWN CITY AND COUNTY OF SAN FRANCISCO AND ANDREW M. JORDAN ET AL.