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7 Attorneys for Charging Official  
8 CITY AND COUNTY OF SAN FRANCISCO

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10 **CITY ATTORNEY DAVID CHIU**  
11 **CITY AND COUNTY OF SAN FRANCISCO**

12 In the matter of:

13  
14 ANDREW M. JORDAN AND  
15 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**

1 David Chiu, City Attorney of the City and County of San Francisco ("**San Francisco**" or  
2 "**City**"), acting as charging official pursuant to Sections 28.1 and 28.2 of the San Francisco  
3 Administrative Code and on behalf of the City, on the one hand, and respondents Andrew M. Jordan,  
4 and Andrew M. Jordan Inc. DBA A & B Construction (collectively, "**Respondents**"), on the other,  
5 hereby enter into the following Stipulation and Agreement (the "**Agreement**"). The City and  
6 Respondents are referred to herein individually as a "**Party**" and collectively as the "**Parties.**"

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

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

13 WHEREAS, Respondents have cooperated with the City's investigation into Respondents'  
14 connections with the Debarred Contractors;

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

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

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

23 THEREFORE, the City and Respondents hereby AGREE as follows:

24 1) For a period of three years beginning on the effective date of this Agreement,  
25 Respondents, their affiliates, and the corporate officers, responsible managing employees, or other  
26 owners or officers of Respondents or their affiliates, agree not to participate or seek to participate in  
27 any contract or grant at any tier, directly or indirectly, with or for the City and County of San  
28 Francisco. For the purposes of this Agreement, participation shall mean submission of a qualification

1 statement, proposal, bid, quote, grant request, or other submittal seeking to contract directly or  
2 indirectly with the City for the purpose of providing any goods or services or construction work  
3 (including tenant improvement work) to or for the City including, without limitation, as any grantee,  
4 contractor, subcontractor, consultant, subconsultant or supplier at any tier. Participation shall also  
5 include assistance to another contractor in the preparation of any such submittal. Respondents agree  
6 that, if a Respondent submits any such qualification statement, proposal, bid, quote, grant request, or  
7 other similar submittal during the three-year term, the City may immediately and without hearing,  
8 briefing, or other process, find Respondents non-responsible and refuse to award any related  
9 contract(s) or grant(s).

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

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

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

24       5) In the event Respondents or any of them breach any of the terms of this Agreement,  
25 including but not limited to Respondents' representations in the Recitals, Respondents stipulate to  
26 debarment for the statutory maximum of five years. If the Parties dispute whether there has been a  
27 breach of this Agreement, the Parties shall use the Administrative Procedures set forth in Chapter 28  
28 of the Administrative Code to resolve such dispute, except that Respondents agree that the remedy for

1 any established breach will be a five-year term of suspension and/or debarment, beginning from the  
2 date that the City issues a new suspension or debarment order.

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

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

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

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

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

25 11) Respondents represent and warrant that (1) they are authorized to enter into this  
26 Agreement; and (2) that the individual signing on behalf of each Respondent is authorized to execute  
27 the Agreement on its behalf.

1           12) This Agreement may be signed in one or more counterparts, each of which shall be  
2 deemed an original, with the same force and effect as if all signatures appeared on the same document.  
3 A photocopy will serve in place of an original. Likewise, a copy of this Agreement with a signature  
4 transmitted by facsimile or by email or other electronic means, shall be deemed to be and may be  
5 relied upon as an original, executed counterpart.

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

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

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

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

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

19  
20 IT IS SO AGREED.

21 Dated: 12/4/23

22                   DAVID CHIU  
23                   City Attorney  
24                   KESLIE STEWART  
25                   Chief of Public Integrity and Investigations  
26                   RICHARD E. ROBINSON  
27                   Deputy City Attorney

28                   By:   
                          RICHARD E. ROBINSON

1 Dated: 12-1-'23

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

3 By: Andrew Jordan

4 Its: President

5  
6 Dated: 12-1-'23

7 By: Andrew Jordan  
8 ANDREW M. JORDAN