

CONTRACT  
CITY OF FRESNO, CALIFORNIA  
PUBLIC WORK OF IMPROVEMENT

THIS CONTRACT is made and entered into by and between CITY OF FRESNO, a California municipal corporation (City), and **Avison Construction, Inc.**, a California corporation (Contractor) as follows:

1. Contract Documents. The "Notice Inviting Bids," "Instructions to Bidders," "Bid Proposal," and the "Specifications" including "General Conditions," "Special Conditions," and "Technical Specifications" for the following: **Chinatown Sustainable Transportation Infrastructure - Project 1, Chinatown Urban Greening - Project 6 (Bid File No. 12302719-12616)** copies of which are annexed hereto, together with all the drawings, plans, and documents specifically referred to in said annexed documents, including Performance and Payment Bonds, if required, and are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. Price and Work. For the monetary consideration of **Five Million Two Hundred Ninety Six Thousand Three Hundred Fifty Nine Dollars and Zero Cents (\$5,296,359.00)** as set forth in the Bid Proposal, Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, under the direction and to the satisfaction of the City's "Engineer," and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. Payment. City accepts Contractor's Bid Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents.

4. Indemnification. To the furthest extent allowed by law including California Civil Code Section 2782, Contractor shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. Contractor's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs, or damages caused by the active or sole negligence, or willful misconduct, of City or any of its officers, officials, employees, agents, or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

5. Trench Shoring Detailed Plan. Contractor acknowledges the provisions of Section 6705 of the California Labor Code and, if said provisions are applicable to this Contract, agrees to comply therewith.

1. Worker's Compensation Certification. In compliance with the provisions of Section 1861 of the California Labor Code, Contractor hereby certifies as follows:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this Contract and will make my subcontractors aware of this provision.

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

Avison Construction, Inc.,  
a California corporation

By: \_\_\_\_\_

Name: Curtis Short  
(Type or print written signature.)

Title: President  
(If corporation or LLC, Board Chair,  
Pres. or Vice Pres.)

Dated: December 19, 2023

By: \_\_\_\_\_

Name: Christopher Avila  
(Type or print written signature.)

Title: CFO/Secretary  
(If corporation or LLC, CFO, Treasurer,  
Secretary or Assistant Secretary)

Dated: December 19, 2023

CITY OF FRESNO,  
a California municipal corporation

By: \_\_\_\_\_

Kelly Yost, PE  
Capital Projects Department

Dated: 1/4/2024

ATTEST:  
TODD STERMER, CMC  
City Clerk

By: \_\_\_\_\_

Susan Mac

1-4-2024  
Deputy

No signature of City Attorney required.  
Standard Document DPW-S Formal Bid  
Contract – Public Work Improvement (11-  
2022) has been used without modification  
as certified by the undersigned.

By: \_\_\_\_\_

Debra McGary  
Construction Compliance Specialist  
Capital Projects Department

City address:

City of Fresno  
Attention: Debra McGary,  
1721 Van Ness Avenue  
Fresno, CA 93721



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**RESTATED ARTICLES OF INCORPORATION  
OF  
AVISON CONSTRUCTION, INC.**

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The undersigned certifies that:

1. They are the President and Secretary, respectively, of AVISON CONSTRUCTION, INC., a California corporation (C2944190).

2. The Articles of Incorporation of this corporation are amended and restated to read as follows:

**"I. NAME**

The name of the corporation is AVISON CONSTRUCTION, INC.

**II. PURPOSE**

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business, or the practice of a profession permitted to be incorporated by the California Corporations Code.

**III. STOCK**

The corporation is authorized to issue one (1) class of shares, designated as "common shares". The total number of common shares authorized is one million (1,000,000) shares.

**IV. NO PREFERENCES, PRIVILEGES, RESTRICTIONS**

No distinction shall exist between the shares of the corporation or the holders thereof.

**V. LIMITATION ON DIRECTOR LIABILITY**

The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

## VI. INDEMNIFICATION OF AGENTS

The corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to the applicable limits set forth in Section 204 of the California Corporations Code with respect to actions for breach of duty to the corporation and its shareholders.

## VII. ESTABLISHING PRIMACY OF BUY-OUT AGREEMENT UPON DISSOLUTION

If proceedings for dissolution of the corporation to which California Corporations Code Section 2000 applies are instituted, the provisions of any buy-out agreement then in effect among the corporation's shareholders shall govern and supersede any provisions of Section 2000 inconsistent therewith, to the extent required to enforce such agreement."

3. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the Board of Directors.

4. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902 of the California Corporations Code. The total number of outstanding shares of the corporation is four thousand nine hundred ninety-eight (4,998). The number of shares voting in favor of the amendment exceeded the vote required. The percentage vote required was more than fifty percent (50%).

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: August 1, 2021.



CURTIS SHORT, President



CHRISTOPHER AVILA, Secretary