



CONTRACT RENEWAL

#5905-26-DD

Date: April 1, 2026

Firm: Apeiron Utility Construction

Description: 3rd Year Contract Renewal for
Professional Fiber Optic Construction and Repair on an As-Needed Basis

Congratulations to Apeiron Utility Construction on being awarded the third-year renewal (of three) options for contract #5905-26-DD, providing Professional Fiber Optic Construction and Repair on an As-Needed Basis for the City of Grand Junction.

As specified in the original Contract Documents dated May 30, 2023, under Solicitation RFP-5227-23-SDH, Apeiron Utility Construction will continue to deliver the products and/or services detailed therein to the City of Grand Junction.

This renewal extends the coverage period from June 1, 2026, through May 31, 2027.

Please note that any subsequent renewals beyond the aforementioned period will be permitted solely under the same terms and conditions and the agreed-upon price stated herein. These renewals will be subject to the mutual agreement of the Contractor and the City, as well as the appropriation of funds by the City Council, and satisfaction of both parties.

To ensure compliance with our procurement procedures, please submit the current ACORD Insurance Certificate to the Purchasing Division via email at your earliest convenience.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:

Dolly Daniels

4/1/2026

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Dolly Daniels, Senior Buyer

ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Firm: Apeiron Utiltiy Construction,LLC

By: *Daniel Huffman*

DocuSigned by:

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Date: 4/1/2026

Name: Daniel Huffman

Title: President

Email: danielh@auc.bz

Insurance Requirements: The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Sub-Contractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation: Firm shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises, products and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground (XCU) hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of: THREE MILLION DOLLARS (\$3,000,000) per claim. This policy shall provide coverage to protect the Firm against liability incurred as a result of the professional services performed as a result of responding to this Solicitation. With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Services. The policy shall contain a severability of interests provision.

3.2 Additional Insured Endorsement: The policies required by paragraphs (b), and (c) above

shall be endorsed to include the City of Grand Junction, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.