

DATE: May 18, 2026

PARTIES: Centennial School District (District)
4707 North Road
Circle Pines, Minnesota 55014

Nexus Solutions, LLC (Nexus)
6885 Sycamore Ln. N., Ste. 200
Maple Grove, Minnesota 55369

PROJECT: Partnership Development Agreement
Comprehensive Master Planning Services

Nexus Solutions, LLC proposes to develop a comprehensive facilities improvement program for the District. Specifically, Nexus will evaluate the following areas of improvement:

- Assess safety and security needs
- Assess current facilities to accommodate necessary educational programs
- Identify deferred maintenance needs, including but not limited to, mechanical, electrical, plumbing, roofing, hardscapes, and building envelope repairs and replacement
- Americans with Disabilities Act (ADA) Compliance
- Analyze site for improved traffic and pedestrian safety
- Create space modernization concepts
- Evaluate opportunities to improve energy, operational, and financial efficiency

Furthermore, Nexus will:

1. Complete a detailed facility audit, generate conceptual floorplans, and prepare cost estimates.
2. Evaluate existing capital improvement lists, define project scopes, provide an itemized list of project improvement options and develop financial solutions, including debt structuring, and options for repayment.
3. Devise multifaceted financial solution incorporating existing capital, Long-term Facilities Maintenance revenue, Alternative Facilities (aka IAQ LTFM), Tax Abatement Levy, Lease Levy, guaranteed savings, and referenda.
4. Consult with the District's Administration & Board on priorities and project selections.
5. For Projects the District desires to implement, but that are ineligible for funding within the District's levy authority, assist the District in preparation of a bond referendum strategy.
6. Assist the District with consensus building and development of communication plans, community outreach programs, and communications collateral, as needed.

To develop and implement the comprehensive facilities improvement program in a timely and logical manner, a two-phase approach will be used:

Phase I – Assessment & Evaluation

Detailed analysis of both short- and long-term capital, maintenance, and educational adequacy needs are analyzed. Potential solutions, including funding options, are developed. Multiple plans are considered in collaboration with District stakeholders, and the Board decides which options to pursue, if any.

Phase II – Implementation

Once the Plan is approved by the Board of Education, and funded, detailed designs are completed and, utilizing a fully transparent project management process, construction work is competitively bid, and trade contractors are professionally managed by Nexus. Implementation may occur over several years as funding becomes available.

This Agreement defines the obligations of both Parties during Phase I. Upon approval of funding for Phase II, the Parties understand and agree that for Phase II, the District shall issue separate contracts to Nexus for all professional services required to implement this work. These services include, but are not limited to planning, design, construction management, and commissioning. To deliver these services, Nexus may self-perform the work or may utilize the services of sub-consultants. In conjunction with the execution of this Agreement, the District and Nexus have agreed upon the forms of agreement for the B144, B101 and A232, which are attached hereto as Exhibit A, and will be approved at the same time as this Agreement. Nexus’ total compensation for its services shall not exceed 18.0% of the Total Project Budget.

The costs associated with Phase I will be rolled into the total cost of the Phase II. The District retains the right to proceed with all, some or none of the recommended Phase II work, in its sole discretion. If the District does not proceed with Phase II Work, then the District is not obligated to execute any additional contract documents with Nexus for Phase II Work. In return, the District agrees that it shall not proceed with Phase II Work with any company other than Nexus during the term of this Agreement.

The District expressly waives its right to terminate this Agreement or subsequent Phase II contracts for convenience or without cause. However, this Agreement may be terminated by either Party upon not less than 14 days written notice should the other party fail to substantially perform in accordance with the terms of the Agreement through no fault of the Party initiating the termination. Furthermore, the terms and conditions attached to this document are incorporated into this proposal by reference.

This Agreement shall expire on December 31, 2029, after Nexus receives authorization to proceed with the Phase II work or upon the expiration of the professional services contracts executed by the parties, whichever is earlier. This Agreement may be extended beyond the original term upon the agreement of both Parties. To accept this proposal and authorize Nexus to proceed, please sign where indicated below. This proposal is valid for thirty (30) days.

	<u>Centennial School District</u>		<u>Nexus Solutions, LLC</u>
<i>Signature</i>		<i>Signature</i>	
<i>Name</i>	Dr. Jeff Holmberg	<i>Name</i>	Michael J. David
<i>Title</i>	Superintendent	<i>Title</i>	President
<i>Date</i>		<i>Date</i>	

TERMS AND CONDITIONS

By accepting this proposal, the District agrees to be bound by the following terms and conditions:

1. **EXPENSE ANALYSIS.** The District agrees to provide Nexus with utility (electricity, natural gas, propane, fuel oil, water, and sewer) and operational expense records as requested without charge. The District shall not back charge Nexus for any costs or expenses without Nexus' written consent.
2. **HAZARDOUS MATERIALS.** Unless specifically noted in the statement of the scope of work or services undertaken by Nexus under this agreement, Nexus' obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the District to change, modify, or alter the scope of work or services to be performed by Nexus shall not operate to compel Nexus to perform any work relating to Hazards without Nexus' express written consent.
3. **INDEMNITY.** To the extent allowed under Minnesota Law, the Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees, to the extent caused, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying Party.
4. **LIABILITY.** Nexus shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
5. **INSURANCE.** Insurance coverage in excess of Nexus' standard limits will be furnished when requested and required. No credit will be given or premium paid by Nexus for insurance afforded by others.
6. **COMPLIANCE WITH LAWS.** Nexus shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the District.
7. **DELAYS.** Nexus shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Nexus' control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the District, Owner, or other Contractors or delays caused by suppliers or subcontracts of Nexus, etc.
8. **INVOICING & PAYMENTS.** The District agrees to pay Nexus within 30 days of receiving an invoice from Nexus. If Nexus' invoice is not paid within 30 days of its issuance, it is delinquent.
9. **OWNERSHIP OF DOCUMENTS.** The plans, reports, documents, and other work product prepared by Nexus ("Work Product") during Phase I are Nexus' instruments of service and shall remain the sole and exclusive property of Nexus. Nexus shall retain all common law, statutory and other reserved rights, including copyright. Nexus specifically retains all right to use, reproduce, and make derivative works from the Work Product and the District shall not copy, share, sell or distribute the Work Product to any third party without Nexus' consent.
10. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
11. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Nexus unless accepted by Nexus in writing.