

# AIA® Document B144/ARCH-CM™ – 1993

**Standard Form of Amendment for the Agreement Between Owner and Architect where the Architect Provides CONSTRUCTION MANAGEMENT Services as an Adviser to the Owner**

This **AMENDMENT** dated: May 18, 2026  
(Insert this Amendment's effective date)

is made to the **AGREEMENT** dated May 18, 2026  
(Insert the date of the Agreement between the Owner and Nexus)

**BETWEEN** the Owner:  
(Name, Legal Status and Address)

Centennial School District  
4707 North Road  
Circle Pines, Minnesota 55014

and Nexus:  
(Name, Legal Status and Address)

Nexus Solutions, LLC  
6885 Sycamore Lane N., Suite 200  
Maple Grove, Minnesota 55369

for the following Project:

November 3<sup>rd</sup>, 2026, Referendum: \$108,889,000.00

The Owner and Nexus agree that the terms and conditions governing Nexus' services and responsibilities under the Agreement referred to above shall be amended to include the construction management services specified in this Amendment as an addition to Nexus' Basic Services under that Agreement.

## **ARTICLE 1 CONSTRUCTION MANAGEMENT RESPONSIBILITIES**

§ 1.1 The construction management services to be provided by Nexus are as enumerated in Articles 2 and 3 of this Amendment. Nexus shall be entitled to use subconsultants to perform or assist in performing any of Nexus' services as construction manager under this Amendment ("Nexus' Subconsultants"). It is understood by the parties that contracts for such professional services are not subject to competitive bidding requirements. All professionals providing such services whether directly by Nexus or professionals under contract with Nexus shall be qualified, and where required, properly licensed and/or certified to perform these services and Nexus is responsible to assure such license and certification.

§ 1.2 Nexus shall provide organization, personnel and management to carry out the requirements of this Amendment in an expeditious and economical manner consistent with the interests of the Owner.

§ 1.3 The services covered by this Amendment are subject to the time limitations contained in the Agreement between Owner and Nexus referenced above.

## **ARTICLE 2 SCOPE OF SERVICES DURING PRECONSTRUCTION PHASES**

§ 2.1 Nexus, as a part of Nexus' review of the program furnished by the Owner, shall provide a preliminary evaluation of the feasibility of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.2 Nexus shall prepare, in addition to preliminary estimates of Construction Cost for program requirements based on early schematic designs and other design criteria, comparative estimates for the cost evaluations of alternative materials and systems.

§ 2.3 As Nexus progresses with the preparation of the Schematic Design, Design Development and Construction Documents, Nexus shall prepare and update preliminary Construction Cost estimates with increasing detail and refinement. Such estimates shall be provided for the Owner's review and approval prior to the commencement of performance by Nexus of services for each succeeding Preconstruction Phase. If separate contracts are to be awarded, the estimated cost of the scope of Work for each contract shall be indicated with supporting detail. Nexus shall advise the Owner if it appears that a preliminary Construction Cost estimate may exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.4 Following the Owner's approval of the Construction Documents, Nexus shall update and submit the latest estimate of Construction Cost for the Owner's approval in accordance with the Agreement.

§ 2.5 Nexus shall submit recommendations on relative feasibility of construction methods, methods of Project delivery, availability of materials and labor, time requirements for procurement, installation and construction, and appropriate utilization of the site for mobilization of construction forces and materials and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets and possible economies. Nexus shall consult with the Owner regarding the Construction Documents and make recommendations whenever design details adversely affect constructability, costs or schedules.

§ 2.6 Nexus shall prepare and update a Project schedule to show the timing of anticipated services and construction Work for the Owner's review and approval prior to commencement of Nexus' services for each succeeding Preconstruction Phase.

§ 2.7 In developing the Project schedule, Nexus shall identify critical and long-lead-time items for the coordination and integration of Nexus' services with the Owner's responsibilities, including the services of the Owner's other consultants and contractors.

§ 2.8 Nexus shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 2.9 Nexus shall submit a list of prospective bidders and a bidding schedule for the Owner's review and approval.

§ 2.10 Nexus shall solicit bidders' interest in the Project. Nexus shall assist the Owner in issuing bidding documents to bidders and conduct pre-bid conferences with prospective bidders. Nexus shall assist the Owner with the receipt of questions from bidders and the issuance of addenda.

§ 2.11 Nexus shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts.

§ 2.12 Nexus shall conduct pre-award conferences with successful bidders. Nexus shall advise the Owner of any reasonable objections to the proposed list of Subcontractors and material suppliers.

§ 2.13 Nexus shall make recommendations to the Owner regarding the assignment of responsibilities for providing temporary Project facilities and services for common use of the Contractors. Nexus shall verify that the requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 2.14 Nexus shall advise the Owner on the division of the Project into separate contracts or various categories for work including method be used for selecting Contractors and awarding contracts. If multiple Contracts are to be awarded, Nexus shall review the Construction Documents and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

§ 2.15 Nexus shall make recommendations to the Owner regarding the allocation of responsibilities for Project conditions among the Contractors.

§ 2.16 Nexus shall assist the Owner in obtaining applicable building permits and special permits for permanent improvements, excluding permits required to be obtained directly by the various Contractors. Nexus shall also make recommendations regarding the allocation of responsibilities for Project conditions and site safety among the Contractors. The Safety programs on the site shall be run by the Contractor designated by the Owner with the help and coordination of the other Contractors.

### **ARTICLE 3 SCOPE OF SERVICES DURING THE CONSTRUCTION PHASE**

§ 3.0 Nexus shall provide administration of the Contracts for Construction as set forth below and in the edition of AIA Document A232, General Conditions of the Contract for Construction, Construction Manager – Advisor Edition.

§ 3.1 Nexus shall prepare a Project construction schedule providing for each scope of Work, including phasing of construction, times for commencement and completion required of each separate Contractor, ordering and delivery of materials requiring long-lead time and the occupancy requirements of the Owner.

§ 3.2 Nexus shall provide the Project construction schedule for each set of Contract Documents.

§ 3.3 Nexus shall provide administrative, management and related services to endeavor to coordinate the activities of the Contractors with each other and with those of the Owner and Nexus to complete the Project in accordance with the latest approved estimate of Construction Cost, the Project construction schedule and the Contract Documents.

§ 3.4 Nexus shall schedule and conduct preconstruction, construction and progress meetings with the Owner and the Contractors to discuss such matters as procedures, progress and scheduling. Nexus shall prepare and promptly distribute minutes to the Owner and Contractors.

§ 3.5 Utilizing the Construction Schedules provided by the Contractors, Nexus shall update the Project construction schedule incorporating the activities of the Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring long-lead time and procurement. The Project construction schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. Nexus shall update and reissue the Project construction schedule as required to show current conditions. If an update indicates the previously approved Project construction schedule may not be met, Nexus shall recommend corrective action to the Owner.

§ 3.6 Consistent with the Bidding Documents, and utilizing information from the Contractors, Nexus shall endeavor to coordinate the sequence of construction and assignment of space in areas where multiple Contractors are performing Work.

§ 3.7 Nexus shall monitor the approved estimate of Construction Cost. Nexus shall show actual costs for activities in progress and estimates for uncompleted tasks.

§ 3.8 Nexus shall develop cash flow reports and forecasts for the Project and advise the Owner as to variances between actual and budgeted or estimated costs.

§ 3.9 Nexus shall maintain cost accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, or other Work requiring accounting records.

§ 3.10 Nexus shall record the progress of the Project with written progress reports to the Owner including information on each Contractor's Work, as well as the entire Project, showing percentages of completion.

§ 3.11 Nexus shall keep a daily log containing a record of weather, Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.12 Nexus shall maintain at the Project site, on a current basis: one record copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked to record all changes made during construction; Shop Drawings; Product Data; Samples; submittals; purchases; other related documents and revisions that arise out of the Contracts or Work. Nexus shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. Nexus shall make all such records available to the Owner and, upon completion of the Project, shall deliver them to the Owner.

#### **ARTICLE 4 ADDITIONAL SERVICE**

§ 4.1 Nexus' basic construction management services, outlined in Articles 1-3, are included in the Cost of Work. All services performed by Nexus that are not specifically identified in Articles 1-3 shall constitute a Change in Services. For all services that constitute a Change in Services, Nexus shall be compensated as set forth in Section 11 of the AIA Document B101-2017, as modified by the Parties.

§ 4.2 The following services shall constitute a Change in Services:

- .1 Providing services made necessary by the termination or default of the contractor, by major defects or deficiencies in the work of a contractor, or by failure of performance of either the Owner or a contractor under a contract for construction.
- .2 [intentionally omitted]
- .3 Providing services relative to future facilities, systems and equipment.
- .4 Providing services to verify the accuracy of drawings or other information furnished by the Owner.
- .5 Providing coordination of construction performed by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- .6 Providing services in connection with the work of separate consultants retained by the Owner.
- .7 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of this Agreement.
- .8 Providing any other services not otherwise included in this Agreement.
- .9 Changes arising from Owner-requested changes following the Owner's acceptance of the designs and plans for the Project at each phase of the development process (schematic design, design development and construction documents).
- .10 Providing services necessary if conditions are encountered at the Site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or Record Drawings provided by the Owner or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents

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**ARTICLE 5 THE OWNER'S RESPONSIBILITIES**

§ 5.1 The Owner reserves the right to perform Work related to the Project with the Owner's own forces, and to award contracts in connection with the Project that are not part of Nexus' responsibilities under this Amendment. Nexus shall notify the Owner if any such independent action will in any way interfere with Nexus' ability to perform under this Amendment.

§ 5.2 The Owner shall furnish the required information and services and shall render approvals and decisions expeditiously for the orderly progress of Nexus' services.

**ARTICLE 6 BASIS OF COMPENSATION**

§ 6.1 The Owner shall compensate Nexus as set forth in Article 11 of AIA Document B101-2017, as modified by the Parties. Nexus shall be compensated for the Construction Management Services, with compensation for each phase of service to be allocated in accordance with the following percentages of Nexus' fee for Construction Management Services: Pre-construction Services – Thirty Percent (30%); Construction Services – Sixty Percent (60%); Post-construction Services – Ten Percent (10%)

**ARTICLE 7 OTHER CONDITIONS OR SERVICES**

§ 7.1 The following Reimbursable Expenses are in addition to those listed in the Agreement modified by this Amendment:

- .1 Compensation for supervisory and administrative personnel when they are performing work in connection with or related to the Project, including but not limited to, supervising, estimating, project management, program management, scheduling, expediting, coordinating, secretarial, and accounting work and related expenses will be considered a reimbursable General Condition.
- .2 Premiums for comprehensive liability insurance including, but not limited to commercial liability insurance, excess umbrella insurance, automobile liability insurance, professional liability insurance, and pollution liability insurance shall be charged at the rate of 0.15% of the Project Budget.
- .3 Charges for the cost of the ProCore software for the Project, but only to the extent the increased costs are due to this Project. Under no circumstances shall the total billed amount exceed 0.20% of the Project Budget.

This Amendment entered into as of the day and year first written above.

**OWNER**

**NEXUS**

\_\_\_\_\_  
*(Signature)*

Tom Knisely, Board Chairperson

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*(Printed name and title)*

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*(Signature)*

Michael J. David, President

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*(Printed name and title)*

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*(Signature)*

Sue Linser, Board Clerk

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*(Printed name and title)*