

EXHIBIT 1

FIRST AMENDMENT TO AGREEMENT FOR DESIGN AND CONSTRUCTION OF BUS SHELTERS SUPERIOR STREET & 2ND STREET REGIONAL EXCHANGE DISTRICT PROJECT

This FIRST AMENDMENT TO AGREEMENT FOR DESIGN AND CONSTRUCTION OF BUS SHELTERS SUPERIOR STREET & 2ND STREET REGIONAL EXCHANGE DISTRICT PROJECT (the “First Amendment”) is entered into by and between the CITY OF DULUTH, a Minnesota municipal corporation (the “City”) and ST. MARY’S DULUTH CLINIC HEALTH SYSTEM, a Minnesota nonprofit corporation, on behalf of itself and its subsidiaries (“SMDC”).

WHEREAS, the Parties entered into an Agreement for Design and Construction of Bus Shelters Superior Street & 2nd Street Regional Exchange District Project dated April 10, 2024 (City Contract #24733) for the design and construction of the Project on the Property (the “Original Agreement”). Capitalized terms used in this First Amendment, but not defined herein, shall have the meaning ascribed to them in the Original Agreement;

WHEREAS, the Original Agreement provided that the City is obligated to pay SMDC for Reimbursable Costs in connection with the Project in an amount not to exceed Six Hundred Twenty-seven Thousand, Four Hundred Forty-four and 51/100s dollars (\$627,444.51) (the “Original Maximum Amount”);

WHEREAS, the total Reimbursable Costs have exceeded the Original Maximum Amount and the City and SMDC desire to amend the Original Agreement to increase the Original Maximum Amount.

NOW THEREFORE, the Parties hereby agree to amend the Original Agreement as follows:

1. Section 9.3 of the Original Agreement is amended and completely replaced with the following Section 9.3:

9.3 Maximum Amounts

Notwithstanding anything in foregoing to the contrary, the maximum amounts which the City shall be obligated to pay to SMDC to reimburse for Reimbursable Costs incurred by SMDC in designing and construction of the Project shall not exceed Seven Hundred Twenty-three Thousand Three Hundred Seventy-four and 54/100s dollars (\$723,374.54).

2. Except as specifically amended pursuant to this First Amendment, the Original Agreement remains in full force and effect. In the event of a conflict between the provisions of

this First Amendment and the provisions of the Original Agreement, the provisions of this First Amendment shall govern.

IN WITNESS WHEREOF, the City and SMDC have caused this First Amendment to be executed as shown below and effective as of the date of attestation thereto by the City Clerk.

CITY OF DULUTH

ST. MARY'S DULUTH CLINIC HEALTH
SYSTEM, on behalf of itself and its
subsidiaries

By: _____
Mayor

By: _____

Attest: _____
City Clerk

Printed Name: _____

Its: _____

Dated: _____

Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney