

# LEGAL NOTICES

## SECTION 00 11 13 ADVERTISEMENT FOR BIDS

**TITLE:** Minnehaha Elementary ES Addition and Renovations

**LOCATION OF WORK:** Minnehaha Elementary School  
421 7<sup>th</sup> Street  
Two Harbors, Minnesota 55616

**OWNER:** Independent School District #381 – Lake Superior School District  
1640 County Highway 2,  
Two Harbors, Minnesota 55616

**CONSTRUCTION MANAGER:** **ICS**  
1331 Tyler Street NE Suite 101  
Minneapolis, MN 55413  
(763) 354-2670  
ekalath.sophaphanh@ics-builds.com

**ARCHITECT:** Wold Architects and Engineers.  
332 Minnesota Street, Suite W2000,  
St. Paul, Minnesota 55101  
(651) 227-7773  
sbagley@woldae.com

**STRUCTURAL:** Northland Consulting Engineers  
102 South 21st Avenue West, Suite 1,  
Duluth, Minnesota 55806  
(218) 727-5995  
mark@nce-duluth.com

**MECHANICAL ENGINEER:** CMTA  
525 S Lake Avenue, Suite 222,  
Duluth, Minnesota 55802  
(218) 722-3060  
ben.felland@cmta.com

**ELECTRICAL ENGINEER:** CMTA  
2201 12th Street N, Suite E,  
Fargo, North Dakota 58102  
(701) 280-0500  
andy.bartsch@cmta.com

**CIVIL ENGINEER:** CMTA  
2201 12th Street N, Suite E,  
Fargo, North Dakota 58102  
(701) 280-0500  
steve.schilke@cmta.com

**FOOD SERVICE:** LJG Design, LLC  
64510 Pleasant Park Drive,  
Chanhassen, Minnesota 55110  
(952) 474-0303  
len@ljgdesignllc.com

**PROJECT DESCRIPTION:**  
The project consists of **rebidding** of work scopes **1, 2, 6, 16** for all of the work necessary for the Minnehaha Elementary School's addition and remodeling including but not limited to site improvements, concrete, interior finishes, mechanical, and electrical.

**BID DATE AND LOCATION:**  
Sealed Bids will be received at 421 7<sup>th</sup> Street, Two Harbors, Minnesota 55616 then publicly opened and read aloud. Bids will be received and stamped-in prior to 3:30 PM local time on **January 17, 2023**. Bids submitted after allotted time will be discarded, **NO EXCEPTIONS**.

**EXAMINATION OF DOCUMENTS:**  
Bidders may view drawings and specifications for the project at the office of the Construction Manager.

For Electronic access to the bidding documents, please contact Angie Stahnke at (218) 336-5901 [angie.stahnke@ics-builds.com](mailto:angie.stahnke@ics-builds.com). The Construction Manager can also provide locations of Builders Exchanges holding plans for contractors to access. Bidders are responsible for any and all costs associated with the production of plans and specifications for their use.

**BIDDING REQUIREMENTS:**  
Each Bidder must comply with the following requirements to reassure acknowledgment and recognition of their Bids:

Bids must be accompanied by Bid security in the form of a certified check, cashier's check, or Bid bond in the amount of 5% of the base Bid submitted, made payable to the owner, as guarantee that Bidder will, if awarded, enter into contract in accordance with contract documents and submitted Bid.

Submit Bid on the prescribed form, which is furnished with the specification, with full name and address of the Bidder.

Completely fill in all blank spaces on the Bid Form, in ink or typewriter, in both words and figures.

Sign in longhand, executed by a principal duly authorized to enter into an agreement. If a Bidder is a co-partnership, then signatures on the Bid shall be by an authorized member of the firm, with names and addresses of each member of partnership.

Base Bid and all alternate Bids shall be stated both in writing and in figures. In all cases, written and numerical figures must agree; otherwise at Owner's option, it shall be cause for rejection of Bid. Complete form without alterations.

Submit alternate prices (Bids) for either increasing or decreasing the costs, as called for on Bid form and Description of Alternates. Submit a Bid for all alternates.

Owner may make such investigations as they deem necessary to determine the ability, competency, and responsibility of the Bidder to perform the work. Any Bidder shall furnish to Owner all such information and data for this purpose, as the Owner may request. Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the contract and to complete the Work contemplated therein. The competence and responsibility of Bidder will be considered in making an award, including, but not limited to: (1) proof of financial responsibility, (2) quality of similar work, (3) amount of experience with similar projects, (4) facilities, personnel and equipment, (5) reputation for performance, and (6) the ability to complete the work within specified time. Owner reserves the right to reject any Bid where there is reasonable doubt as to the qualifications of the Bidder. Owner reserves the right to: (1) accept Bidder's Base Bid only, (2) accept any one or more of bidder's Alternate Bids, in any order regardless of the order in which they were listed, (3) reject all Bids, (4) award contract based on their investigation of Bidders, as well as acceptance of alternates, all of which the Owner deems to be in their best interest, (5) waive informalities or minor irregularities in Bids and waive minor irregularities or discrepancies in Bidding procedure.

Upon award of Contract, Contractor shall provide AIAA312 Performance and Payment Bonds in the amount of 100% of Contract Sum in accordance with General Conditions and Amendments to General Conditions.

**BIDDING DOCUMENTS & SITE REVIEW:**  
Each Bidder (including subcontract Bidder where appropriate) is advised to visit the site and to fully inform themselves and record their own investigations as to the extent of the Work, the extent of the work performed by other contractors under other construction packages, conditions under which the Work is to be performed, existing buildings and streets, conditions of the area, existing utilities and other features, type of soil, available facilities and difficulties that may be encountered in connection therewith, and other relevant items which will affect their Bid or the Work.

Prior to submitting a Bid, each Bidder is required to examine all of the bidding requirements, all Contract Documents, all drawings, and specifications for the Project (including those primarily for other Subcontracts). Contractors shall become thoroughly familiar with the scope of the Project and all factors and items of work which will affect their Bid or the Work, whether shown or specified in documents primarily for Work of others or Work of this Contract.

No extras will be allowed the Contractor as a result of misunderstanding of the extent of scope of the Work as a result of their failure to study and record their own findings. Submission of a Bid shall be proof that such examinations have been made and that Bidder has recorded their own investigation and has become thoroughly familiar with all contract documents (including all addenda). The failure or omissions of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to their Bid. Nor shall it be the responsibility of ICS or its counterparts to ensure you have read all documentation. This is the sole responsibility of the Bidder and its Sub-Contractor(s).

**PRE-BID CONFERENCE:**  
A Pre-Bid conference will be held at **3:30 PM on January 5, 2023 at Minnehaha Elementary School 421 7<sup>th</sup> Street, Two Harbors, Minnesota 55616**. If Bidders want to visit the physical site, a site review will take place immediately following the Pre-Bid conference. No extras will be allowed because of the Bidder's misinterpretation as to the amount of work involved, Bidder's own error, negligence, or failure to examine the site.

**START DATE:**  
Work will begin after receipt of the signed contract from the Owner. The anticipated award date is **February 15, 2023**. Pre-construction and submittals work related to the project is to commence immediately after receipt of the signed contract. Actual work on site shall not commence until Project Phase start dates as identified below:  
1. Phase IA: Kitchen Addition (June 10, 2023 to March 8, 2024)  
a. Onsite construction activities in these areas, including site staging, temporary walls and construction barriers, and floor protection shall begin on June 10, 2023.  
b. Substantial Completion Kitchen Addition shall be on March 8, 2024

2. Phase IB: Interior Renovations (Administration Offices, Media Center) and Sitework (June 10, 2023 to August 18, 2023)  
a. Onsite construction activities in these areas, including site staging, temporary walls and construction barriers, and floor protection shall begin on June 10, 2023.  
b. Substantial Completion Interior Renovations (Administration Offices, Media Center) and Sitework shall be on August 18, 2023  
3. Phase II: Renovation of Existing Kitchen into Kindergarten Suite (March 18, 2024 to August 19, 2024)  
a. Onsite construction activities in these areas, including modified site staging, temporary walls and construction barriers, and floor protection shall begin on March 18, 2024.  
b. Substantial Completion of Existing Kitchen into Kindergarten Suite shall be on August 19, 2024.  
4. Phase III: Renovation of Classrooms, Boiler Room, Roof Replacement, Sitework - Bus Drop Off and Staff Parking (June 6, 2024 to August 19, 2024)  
a. Onsite construction activities in these areas, including modified site staging, temporary walls and construction barriers, and floor protection shall begin on June 6, 2024.  
b. Substantial Completion of Renovation of Classrooms, Boiler Room, Roof Replacement, Sitework - Bus Drop Off and Staff Parking shall be on August 19, 2024.

**SUBSTANTIAL AND COMPLETION DATE:**  
Owner requires all work to be substantially complete in different areas throughout the site on or before milestone dates as listed in section 01 11 00 Summary of Work as well as the overall construction schedule provided in section 01 32 10 Project Schedule Requirements. Final completion of all work must be completed by substantial completion dates mentioned above.

### END OF SECTION 00 11 13

Northshore Journal: December 30, 2022 & January 6, 2023

## NOTICE OF MORTGAGE FORECLOSURE SALE

NOTICE IS HEREBY GIVEN that default has occurred in the conditions of the following described mortgage:

DATE OF MORTGAGE: August 18, 2017

ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$159,505.00

MORTGAGOR(S): Ryan L Harrington, a single person

MORTGAGEE: Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for The Lake Bank, its successors and assigns

DATE AND PLACE OF RECORDING:  
Recorded: August 21, 2017 Lake County Recorder  
Document Number: A000188165  
And corrected by: Corrective Mortgage  
Recorded: September 5, 2017  
Document Number: A000188260  
And corrected by: Corrective Mortgage  
Recorded: May 29, 2018  
Document Number: A000189880

ASSIGNMENTS OF MORTGAGE:  
And assigned to: Guild Mortgage Company LLC  
Dated: September 22, 2022  
Recorded: November 2, 2022 Lake County Recorder  
Document Number: A000201354

Transaction Agent: Mortgage Electronic Registration Systems, Inc.  
Transaction Agent Mortgage Identification Number: 1011450-1706190000-3  
Lender/Broker/Mortgage Originator: The Lake Bank  
Residential Mortgage Servicer: Guild Mortgage Company

COUNTY IN WHICH PROPERTY IS LOCATED: Lake  
Property Address: 1335 Big Noise Pit Road, Two Harbors, MN 55616  
Tax Parcel ID Number: 29-5510-31330

LEGAL DESCRIPTION OF PROPERTY: Ten acres of land square, in the Northeast corner of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) or Lot One (1), in Section Thirty-one (31), Township Fifty-five (55) North (T55N) Range Ten West (R10W) of the Fourth Prime Meridian, Lake County, Minnesota

AMOUNT DUE AND CLAIMED TO BE DUE AS OF DATE OF NOTICE: \$157,827.76

THAT all pre-foreclosure requirements have been complied with; that no action or proceeding has been instituted at law or otherwise to recover the debt secured by said mortgage, or any part thereof; that this is registered property;

PURSUANT to the power of sale contained in said mortgage, the above-described property will be sold by the Sheriff of said county as follows:

DATE AND TIME OF SALE: February 02, 2023 at 10:00 AM

PLACE OF SALE: County Sheriff's office, 613 Third Avenue, Two Harbors, Minnesota

to pay the debt secured by said mortgage and taxes, if any, on said premises and the costs and disbursements, including attorney fees allowed by law, subject to redemption within six (6) months from the date of said sale by the mortgagor(s), their personal representatives or assigns.

If the Mortgage is not reinstated under Minn. Stat. §580.30 or the property is not redeemed under Minn. Stat. §580.23, the Mortgagor must vacate the property on or before 11:59 p.m. on August 02, 2023, or the next business day if August 02, 2023 falls on a Saturday, Sunday or legal holiday.

Mortgagor(s) released from financial obligation: NONE

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION.

THE TIME ALLOWED BY LAW FOR REDEMPTION BY THE MORTGAGOR, THE MORTGAGOR'S PERSONAL REPRESENTATIVES OR ASSIGNS, MAY BE REDUCED TO FIVE WEEKS IF A JUDICIAL ORDER IS ENTERED UNDER MINNESOTA STATUTES, SECTION 582.032, DETERMINING, AMONG OTHER THINGS, THAT THE MORTGAGED PREMISES ARE IMPROVED WITH A RESIDENTIAL DWELLING OF LESS THAN FIVE UNITS, ARE NOT PROPERTY USED IN AGRICULTURAL PRODUCTION, AND ARE ABANDONED.

DATED: December 8, 2022  
MORTGAGEE: Guild Mortgage Company LLC

Wilford, Geske & Cook, P.A.  
Attorneys for Mortgagee  
7616 Currell Boulevard, Suite 200  
Woodbury, MN 55125  
(651) 209-3300

File Number: 051745-F1

Northshore Journal: December 16, 23, 30, 2022, January 6, 13 & 20, 2023

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# SHERIFF'S REPORT Dec. 19 - Dec. 25, 2022

Monday, December 19, 2022

Inmate Population: 7

- 0717 Deputy responds, along with SBPD, to unknown trouble. All ok.
- 0740 Deputy at THHS for the start of the school day.
- 1007 Deputy and LCRS responds to medical on 25th Avenue. One transported to Essentia by ambulance.
- 1201 Deputy responds to report of fraud in SB.
- 1321 Deputy responds to report of a domestic disturbance.
- 1410 Deputy responds to report of an animal disturbance on Klinker Rd.
- 1502 Deputy serves papers at TH residence.
- 1548 Deputies respond to report of an unwanted person on Hwy 2.
- 2120 Deputy out with stalled vehicle on Hwy 1. Vehicle towed and deputy gave ride to owner.
- 2142 Deputy out with vehicle partially blocking Hwy 2.

Tuesday, December 20, 2022

Inmate Population: 8

- 0738 Deputy at THHS for the start of the school day.
- 1039 Deputy makes traffic stop on Hwy 61. Warn for over the fog line and driving far under the speed limit.
- 1103 Deputy assist MSP with locating erratic driver.
- 1129 Deputy makes traffic stop on 7th Avenue. Warn for swerving and speed.
- 1546 Deputy serves papers at TH residence.
- 1617 Deputy takes report of a civil matter.
- 1637 Deputy assist MSP on Hwy 61.
- 1841 LCRS at hockey game in SB.
- 1917 Deputy responds to report of an animal disturbance on Klinker Rd.
- 2001 Deputy responds to request for a welfare check on Hwy 61. All ok.
- 2122 Deputy assisted SLC with report of a vehicle in the ditch on Kawishiwi Trl.

Wednesday, December 21, 2022

Inmate Population: 8

- 0641 Deputy responds to report of a dead deer blocking NB lane on Hwy 61.
- 0739 Deputy at THHS for the start of the school day.
- 0842 Deputy serves papers at LCJ.
- 1059 Deputy makes traffic stop on Hwy 61. Warn for expired tabs.
- 1059 Deputies respond to attempt to locate missing party. Party found safe.
- 1157 Deputy serves papers at Isabella residence.
- 1237 Deputy responds, along with THPD, to report of a hit and run.
- 1247 Deputy takes report of a driving complaint near THHS.
- 1601 Deputy responds, along with THPD, to report of a 2 vehicle accident.
- 1614 Deputy out with occupied vehicle on Hwy 61. Party had help on the way.
- 2028 Deputy responds to report of a vehicle in the ditch on Hwy 61. Gone on arrival.
- 2119 Deputy serves papers at TH residence.
- 2150 Deputy checks on residence on house watch list. All ok.
- 2215 Deputy checks on residence on house watch list. All secure.
- 2220 Deputy responds to report of a party walking on Hwy 61. Unable to locate.
- 2258 Deputy assists Ely PD with disturbance.
- 2303 Deputy checks on residence on house watch list. All secure.

Thursday, December 22, 2022

Inmate Population: 8

- 0110 Deputy responds, along with THPD, to report of suspicious activity.
- 0739 Deputy at THHS for the start of the school day.
- 0924 Deputy responds to report of check fraud.
- 1357 Deputy serves papers at LCJ.
- 1449 Deputy removes tree from Wanless Rd.
- 1557 Deputy responds, along with THPD, to report of a school bus stop arm violation.
- 1638 Deputy assists SLC.
- 1916 Deputy removes debris from Kawishiwi Trl.
- 1941 Deputy responds to report of an assault.
- 2054 LCRS responds to medical on Banks Blvd. No transport.

Friday, December 23, 2022

Inmate Population: 8

- 0745 LCRS responds to medical on Gibson Rd. No transport.
- 0818 LCRS responds to medical on Banks Blvd. One transported to SLH by ambulance.
- 1400 LCRS responds to medical on Hart Rd. One transported to SLH by ambulance.
- 1448 LCRS responds to medical on Misbrod Dr. One transported to SLH by ambulance.
- 1547 Deputy transports inmate from SLC to LCJ.
- 1801 Deputy takes report of an animal disturbance on Klinker Rd.
- 1849 Deputy removes tree from Hwy 2.
- 2041 Deputy out with vehicle in the ditch on Hwy 1.

Saturday, December 24, 2022

Inmate Population: 9

- 0313 Deputy responds to report of a vehicle stopped in driving lane on Valley Rd. Driver stopped to make phone call.
- 0709 Deputy responds to security alarm at business on Hwy 61. All ok.
- 0826 Deputy responds, along with THPD, to unknown trouble. Kids playing with phone.
- 0937 Deputy responds to report of trespassing on Klinker Rd.
- 1116 LCRS responds to medical on Salvelson Rd. One transported by ambulance to Essentia.
- 1601 Deputy responds, along with SBPD, to a report of a disturbance on Edison Blvd.
- 1608 LCRS responds to medical on 1st Avenue. One transported by ambulance to LVMH.
- 1742 Deputy responds to report of a tree down on Hwy 61. Tree removed from roadway.
- 1851 Deputy makes traffic stop on 7th Avenue. Warn for failing to maintain lane.
- 2051 Deputy responds to medical on Farver Ln.
- 2051 Deputy responds to report of unknown trouble.
- 2210 Deputies training with K-9.

Sunday, December 25, 2022

Inmate Population: 9

- 0125 Deputy assists Ely PD.
- 0658 Deputy responds to security alarm in BB. All ok.
- 0946 Deputy responds to security alarm in TH. All ok.
- 1004 Deputy assists with possible mail theft in Ely area.
- 1824 Deputy responds, along with THPD, to security alarm on Hwy 2. All ok.
- 1852 Deputy responds to report of a manhole cover off in KR.
- 1914 Deputy makes traffic stop on Quincy Dr. Warn for speed.
- 2040 Deputy responds to fire alarm on Hwy 61. All ok.
- 2049 Deputies train with K-9.