

Village of Kronenwetter Request for Proposals

New Equipment Garage

Mail out: April 17, 2026

Proposal Due Date: May 20, 2026 at 1:30 PM

Anticipated Award: June 1, 2026 CLIPP Committee Meeting

SUBMITTED BY:

Contractor: SD Ellenbecker Inc.

Address: 1222 Mount View Ln. Athens WI 54411

Telephone Number: 715 257 7666 Fax Number: 715 257 7982

Contact Person: Jim Diers

Title: Vice - President



S.D. Ellenbecker Inc.
GENERAL CONTRACTOR
ATHENS, WISCONSIN

S.D. Ellenbecker Inc. has extensive experience delivering new construction projects that closely align with the scope, complexity, and functionality of new equipment garage facilities. Since our founding in 1968, our team has successfully completed a wide range of commercial, municipal, and industrial projects, including maintenance facilities, storage buildings, shop spaces, and ground-up developments requiring coordinated planning, structural work, and durable interior and exterior finishes.

Our experience includes site development, concrete foundations and floor slabs, pre-engineered and conventional wood and steel building systems, overhead door installations, mechanical/electrical/plumbing coordination, equipment-ready utility layouts, and building designs focused on long-term durability and operational efficiency. We routinely manage projects that require detailed scheduling, subcontractor oversight, code compliance, and close collaboration with owners, architects, engineers, and local municipalities.

Through more than five decades in the construction industry, S.D. Ellenbecker Inc. has built a reputation for delivering durable, high-quality facilities on time and within budget. Our background in commercial and industrial construction ensures we understand the unique demands of equipment garage projects—including heavy-duty concrete work, vehicle and equipment access requirements, storage functionality, ventilation needs, and long-term performance—making us well-qualified to perform the work associated with this new equipment garage project.



S.D. Ellenbecker Inc.

General Contractor

1222 Mount View Lane • Athens, WI 54411
Ph: 715-257-7898 • Fax: 715-257-7892

5/20/26

Past Major Projects Completed

- 1.** LDF Workforce Training and Business Development Center
Engineer: Dimension IV – Jim Gersich
Owner: Lac du Flambeau Band of Lake Superior Chippewa Indians- Emerson Coy
Contract For: Construction of New Business Center
Contract: \$3,663,134.00

- 2.** North Lakeland Discovery Center
Engineer: C&S Design & Engineering -
Owner: NLDC, a 501c3 Nonprofit - Dick Logan
Contract For: Construction of New Wildlife Discovery Center
Contract: \$1,503,403.75

- 3.** Miltrim Farms Robotic Barn Addition, Athens, Wisconsin
Owner: Miltrim Farms
Contract for: New Robotic Barn Facilities
Contract for: \$ 3,350,575.42

- 4.** Marathon Cheese Phase 1, Marathon WI
Owner: Marathon Cheese Corporation
Contract for: Concrete for New Addition
Contract Amount: \$ 1,970,621.00

- 5.** Athens Residential Care Apartment Complex, Phase 2, Athens WI
Owner: Athenian Properties LLC
Contract for: New Addition (Phase 2)
Contract Amount: \$ 2,570,594.00

- 6.** Tomahawk Park Reconstruction, Tomahawk, WI
Owner: City of Tomahawk
Contract for: Construction for a new park
Contract Amount: \$1,053,421.48

- 7.** Mill Church, Stratford WI
Owner: Mill Church
Contract for: Concrete for New Addition
Contract Amount: \$ 178,225.00



S.D. Ellenbecker Inc.

General Contractor

1222 Mount View Lane • Athens, WI 54411
Ph. 715-257-7666 • Fax 715-257-7682

5/20/26

Business References

Marathon Technical Services
404 Franklin St. Ste 1,
Wausau, WI 54403
Phone: (715) 843-7292 Contact: Nick Bancuk

Marathon Cheese Corporation
P.O. Box 185
304 East Street
Marathon, WI 54448
Phone (715) 443-2211
Fax (715) 443-3843 Contact John Pravdica

Northcentral Technical College
1000 W. Campus Dr.
Wausau, WI 54401
Phone 715-675-3331 Contact: Rob Elliott

Greenheck Fan Corporation
400 Ross Ave
Schofield, WI 54476
Phone (715) 355-3924
Fax (715) 355-6566

Wausau Supply Corporation
4704 Bayberry St
Schofield, WI 54476
Phone (715) 359-2524 Contact: Joe Jorden

Packaging Corp of America
2601 S Galvin Ave
Marshfield, WI 54449
Phone (715) 996-2300 Contact: Wade Rodman



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure LLC P.O. Box 510187 New Berlin WI 53151		CONTACT NAME: Jarred Donlon PHONE (A/C, No, Ext): 262-782-3940 E-MAIL ADDRESS: certs@hni.com		FAX (A/C, No): 262-782-4198
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Secura Insurance Company		22543
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 985902304 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			3279175	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			3283987	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			3279175	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☒ N / A			20-WC-003283988-13	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			3279175	1/1/2025	1/1/2026	Aggregate Limit 1,000,000 Each Claim Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SAMPLE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nicole Cutraro

© 1988-2015 ACORD CORPORATION. All rights reserved.

S.D. Ellenbecker Inc. Staffing

Project Manager – Jim Diers

Site Foreman – Bruce Murkowski

S.D. Ellenbecker Concrete and Lester Building Crews – 4 to 8 man crews depending on the work needed to be completed any given day.

Subcontractor List

Coolsys Commercial & Industrial Solutions - HVAC

Nathan Block

1209 W. Veterans Pkwy-Marshfield, WI 54449

29 years of experience

References:

Tom Zink

UW Stevens Point

Don Hughes

Innovative Machine Specialists

LaVerne Gregorich

Grassland Dairy Products

Elite Electrical – Electrical

Kevin Rohland

232746 N 128th Ave Marathon, WI 54448

28 years of experience

References:

Tom Mueller

Athens Caring Circle

Jereme Londerville

Londerville Steel and Concrete Supply Shop Building

Pat King

Kingdom Haven Farm Heifer Facility

KKM Plumbing – Plumbing

Nathan Kirchner

229675 Pheasant Falls Road Edgar, WI 54426

23 years of experience

References:

Tom Mueller
Athens Caring Circle

Marlo Turner
New Stettin Town Hall

Kevin Rohland
Elite Electrical Main Shop



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. 830 Brickell Plaza, Suite 3300 Miami, FL 33131 Attn: Miami.CertRequest@marsh.com CN101478277-PROJ-GAXPP-24-25	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED CoolSys, Inc. 145 South State College Blvd., Suite 200 Brea, CA 92821	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Navigators Specialty Insurance Company		36056
	INSURER B : Everest National Insurance Company		10120
	INSURER C : Everest Premier Insurance Company		16045
	INSURER D : Axis Surplus Insurance Company		26620
	INSURER E : Starr Indemnity & Liability Company		38318
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** ATL-006030792-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:			LA24CGL171716IC	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			RM1CA00065-241 (AOS) RM1CA00066-241 (MA)	10/01/2024 10/01/2024	10/01/2025 10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL DED. \$ 50,000
E	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			1000586021241	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	RM1WC00075-241 (AOS) RM1WC00077-241 (FL, ME, NJ) RM1WC00076-241 (MA, WI)	10/01/2024 10/01/2024 10/01/2024	10/01/2025 10/01/2025 10/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			CM005171-03-2024	10/01/2024	10/01/2025	Limit: 10,000,000 SIR: 75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Nathan S. Boson 1320 N. Shawano Drive Marshfield, WI 54449	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
---	--

© 1988-2016 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

KKMPLUM-01

TGR17

DATE (MM/DD/YYYY)
4/9/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Richards Insurance of Watertown, LLC
PO Box 507
723 West Main Street
Watertown, WI 53094

CONTACT NAME: Emily McFarlane
PHONE (A/C, No, Ext): (920) 261-3402
E-MAIL ADDRESS: emcfarlane@richardsinsurance.com
FAX (A/C, No):

INSURED
KKM Plumbing, LLC
229675 Pheasant Falls Road
Edgar, WI 54426

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Secura Insurance	22543
INSURER B:	Sentry Insurance	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER: General Aggregate			TC3257410	8/24/2025	8/24/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			A3257411	8/24/2025	8/24/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		A0150766001-4	3/16/2026	3/16/2027	☒ PER STATUTE ☐ OTH-ER E.I. EACH ACCIDENT \$ 100,000 E.I. DISEASE - EA EMPLOYEE \$ 100,000 E.I. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

S.D. Ellenbecker Inc
1222 Mt View Ln
Athens, WI 54411

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/07/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BARTELT INSURANCE SERVICES LLC 5620 BUSINESS HWY 51 S WESTON WI 54476		CONTACT NAME: ANDREW BARTELT PHONE (A/C, No, Ext): (715) 298-3255 FAX (A/C, No): (715) 298-9213 E-MAIL ADDRESS: ANDY@BARTELTINSURANCE.COM																									
INSURED ELITE ELECTRICAL CONTRACTORS OF CENTRAL WI * 232746 N 128TH AVE MARATHON WI 54448		INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A:</td><td>ERIE INSURANCE COMPANY</td><td>NAIC #</td><td>26263</td></tr><tr><td>INSURER B:</td><td>ERIE INSURANCE EXCHANGE</td><td></td><td>26271</td></tr><tr><td>INSURER C:</td><td>ERIE INSURANCE EXCHANGE</td><td></td><td>26271</td></tr><tr><td>INSURER D:</td><td>ERIE INSURANCE EXCHANGE</td><td></td><td>26271</td></tr><tr><td>INSURER E:</td><td></td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td><td></td></tr></table>		INSURER A:	ERIE INSURANCE COMPANY	NAIC #	26263	INSURER B:	ERIE INSURANCE EXCHANGE		26271	INSURER C:	ERIE INSURANCE EXCHANGE		26271	INSURER D:	ERIE INSURANCE EXCHANGE		26271	INSURER E:				INSURER F:			
INSURER A:	ERIE INSURANCE COMPANY	NAIC #	26263																								
INSURER B:	ERIE INSURANCE EXCHANGE		26271																								
INSURER C:	ERIE INSURANCE EXCHANGE		26271																								
INSURER D:	ERIE INSURANCE EXCHANGE		26271																								
INSURER E:																											
INSURER F:																											

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:			Q61-0454414	08/27/2025	08/27/2026	EACH OCCURRENCE \$ 1,000,000.00
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000.00				
			MED EXP (Any one person) \$ 5,000.00				
			PERSONAL & ADV INJURY \$ 1,000,000.00				
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			Q08-2730998	08/27/2025	08/27/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$ 0.00			Q32-2770334	08/27/2025	08/27/2026	EACH OCCURRENCE \$ 1,000,000.00
			AGGREGATE \$ 1,000,000.00				
			\$				
			\$				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	Q92-2700784	08/27/2025	08/27/2026	☒ PER STATUTE ☐ OTH-ER 0.00
			E.L. EACH ACCIDENT \$ 500,000.00				
			E.L. DISEASE - EA EMPLOYEE \$ 500,000.00				
			E.L. DISEASE - POLICY LIMIT \$ 500,000.00				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

S.D. ELLENBECKER, INC.
E: brianas@sdellenbecker.com
1222 MOUNT VIEW LANE
ATHENS

WI 54411

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jill C Brillhart

© 1988-2015 ACORD CORPORATION. All rights reserved.



Proposal Submitted To: Village of Kronenwetter

Project to be completed at: Municipal Center Location – 1582 Kronenwetter drive Kronenwetter, WI 54455

We offer to provide all necessary labor and materials for the successful completion of: **65' x 120' x 16' tall new equipment garage.**

- Includes a state submitted Lester Building package.
- Includes concrete slab for building with a thickened grade beam around perimeter and required reinforcing.
- Includes 3 hour drywall fire rated separation wall between the police bays and municipal bays.
- Includes 6 overhead doors and 2 exterior walk doors.
- Includes a liner panel finish in the interior of the building.
- Includes 1 ADA bathroom with 1 toilet and 1 sink.
- Includes 1 hot water heater and 1 mop sink per code.
- Includes all necessary electrical work including lights, power for OH doors, necessary outlets and a 200 amp service.
- Includes (2) gas powered unit heaters and necessary HVAC equipment per state code.
- Includes 6" gutters on building.

- Excludes building excavation and any final restoration needed (by owner)

Total Budgetary Cost: \$799,780.00

Notes:

- *This quote does not provide for additional costs involved with heated concrete, cold weather protection for concrete or any other material involved with any cold weather protection. Any weather-related costs, variations to the work or changes in the Total Estimated Cost will be reflected in written change orders.*
- *Excludes supply and installation of anchor bolts that will be set into concrete foundation per plans (if applicable).*
- *Due to the volatility of the current economy and market, the prices provided in this proposal will only be valid for 15 days. If this proposal is not accepted and returned within 15 days from the date of this proposal or if the work is not completed by (2023), SDE Inc. Reserves the right to withdraw the proposal or modify the terms of the proposal/contract.*
- *SDE Inc. will not be held liable for any project delays due to Covid-19 or any other epidemics or pandemics.*
- *SDE will be closed from June 29th to July 5th, 2026. No work will be performed during this time.*

PAYMENT TERMS: NET 15 DAYS / FINANCE CHARGE OF 1 ½% PER MONTH ON PAST DUE ACCOUNTS

All material is guaranteed to be as specified and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner. **Any alteration or deviation from above specifications involving extra costs will be executed upon written or verbal orders and will become an extra charge over and above the estimate.** All agreements are contingent upon strikes, accidents or delays beyond our control. **Owners to carry fire, tornado and other necessary insurance for Project.** Public Liability Insurance and Worker's Compensation Insurance on the above work to be is taken out by S.D. Ellenbecker Inc.



S.D. Ellenbecker Inc.
GENERAL CONTRACTOR
ATHENS, WISCONSIN

Proposal/Work Order: 26-KROGAR
Date: 5/20/26

Respectfully submitted by Contractor:

S.D. Ellenbecker, Inc.
1222 Mount View Lane
Athens, WI 54411

By: Jared Diers

Dated: 5/20/26

Note: This Proposal may be withdrawn by us if not accepted as a Contract by Owner within 15 days of the date signed above.

Note: The parties hereby acknowledge that there is a page 2 of this Proposal/Contract, the terms and provisions of which are agreed upon.

ACCEPTANCE OF PROPOSAL AS CONTRACT: As consideration for the above prices, specifications and conditions, including any attachments or other related documents, provided by Contractor above, Owner hereby accepts this Proposal as a written Contract for the work to be performed. Contractor is authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED: _____ SIGNATURE: _____

COMPANY NAME: _____ ADDRESS: _____

DATE: _____ PRINT NAME & TITLE: _____

**** PLEASE SIGN AND RETURN A COPY OF THIS PROPOSAL IF IT IS ACCEPTED AS A CONTRACT TO PERFORM THE WORK SPECIFIED****

**** NO WORK WILL BE STARTED UNTIL THIS ACCEPTED PROPOSAL IS SIGNED AND RECEIVED****

****A "LETTER OF COMMITMENT" FROM YOUR BANKING FACILITY MAY ALSO BE REQUESTED AT THE DISCRETION OF CONTRACTOR BEFORE WE CAN BEGIN ANY WORK ON THIS PROJECT****

LIEN LAWS: As required by the Wisconsin Construction Lien Law, builder hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned builder, are those who contract directly with the owner or who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction and should give a copy of each notice received to his mortgage lender, if any. Builder agrees to cooperate with the owner and his lender, if any, to see that all potential lien claimants are duly paid.

MISCELLANEOUS:

Neither this Proposal/Contract nor any right, benefit or obligation of Owner arising hereunder for this work may be voluntarily or involuntarily sold, transferred or assigned. The Contractor may assign its rights and obligations under this Agreement without the consent of Owner.

All notices and other communications provided for in this Proposal/Contract shall be given in writing by registered or certified mail and shall be addressed to the Owner and Contractor at their respective addresses listed in this Proposal/Contract. Any notice given pursuant to this paragraph shall be deemed given as of three (3) business days after the date of mailing.

Contractor shall not have any liability to Owner whatsoever for any consequential, incidental, liquidated or special damages under or in connection with this Contract.

If Contractor deems it necessary to initiate legal means to collect sums owed by Owner arising out of or connected to this Proposal/Contract, Owner agrees to pay all costs of collection (including court costs) and reasonable attorney's fees thereby incurred by Contractor with respect to any collection or legal action initiated.

Page 2 approval of terms: _____ (Owner initials)

JD (Contractor initials)

S. D. Ellenbecker Inc

May 19, 2026

village of kronenwetter municipal building
I-39 frontage rd
Mosinee, WI 54455
Day Phone: 715-693-4200

Dear village of kronenwetter municipal building,

Thank you for the opportunity to provide you with a quotation for a Lester Building. For your review, please see the enclosed proposal, which is based on our understanding of your building requirements up to this point.

As you review it, please be assured that we understand new building projects always come with many decisions and a fair amount of stress! Our goal is to help make those decisions easier and reduce your stress with what we feel is our industry's most responsive and collaborative buying experience.

Some other important factors set us apart and help us offer long-term customer satisfaction. For instance, the renowned quality and engineering standards of Lester Buildings means you get the most value from your investment. In fact, with a solid reputation going back to 1947, Lester Buildings feature:

- Unmatched design flexibility to meet your unique needs
- Fast, cost-effective construction
- Strong, straight and true structures, with excellent curb appeal
- An industry-leading Lifetime Structural Design warranty



Of course, we do our own part by providing full-service project planning and construction services. We do so with one goal in mind: to complete your project just as you envisioned it, in the agreed-upon time frame.

Our team here at S. D. Ellenbecker Inc stands ready to work with you and we look forward to your comments and questions.

Thanks again and, as always, feel free to contact us anytime at 715-581-6433 or jdiers@sdellenbecker.com.

Respectfully Submitted,

S. D. Ellenbecker Inc
1222 Mount View Ln
Athens, WI 54411-9379

enc.

Detailed Building Specifications for village of kronenwetter municipal building, I-39 frontage rd, Mosinee, WI 54455

Building Location

S. D. Ellenbecker Inc proposes to deliver, furnish and erect to industry standards the described building to the following location: village of kronenwetter municipal building, I-39 frontage rd, Mosinee, WI 54455.

Building Description

Lester Structural System: Uni-Frame Not Embedded
Width: 65'-0" Length: 120'-0" Clear Height: 16'-0"

Building Code: ASCE 7-05

End Use: Storage - Commercial Truck Garage Risk Class: General Use

Ground Snow Load (psf): 60

UniForm Roof Snow Load (psf): 39.7

Roof Dead Load (psf): 10

Truss Bottom Chord Load (psf): 5

Design Bottom Chord Braces for Ceiling Load: Yes

Design Wind Speed (mph): 90 Allowable

Warranted Wind Speed (mph): 90

Exposure Category: C

Basic Construction Specifications

Lester Uni-Frame Not Embedded System: See Drawings.

Roof and Roof Accessories

Material: ECP 26ga AZ50 PVDF	Insulation: None
Sheathing: None	Fasteners: Screws - No Stitching
Top Chord Slope: 4 / 12	Overhangs: S1: 2'-0"; S2: 2'-0"; E1: 2'-0"; E2: 2'-0"
Bottom Chord Slope: 0 / 12	Annex or Dormers: None
Additional:	

Exterior Walls

EW1	EW2	SW1	SW2
Panel Material: ECP 26ga AZ50 PVDF	Panel Material: ECP 26ga AZ50 PVDF	Panel Material: ECP 26ga AZ50 PVDF	Panel Material: ECP 26ga AZ50 PVDF
Fasteners: Screws - No Stitching	Fasteners: Screws - No Stitching	Fasteners: Screws - No Stitching	Fasteners: Screws - No Stitching
Sheathing: None	Sheathing: None	Sheathing: None	Sheathing: None
Insulation: House Wrap	Insulation: House Wrap	Insulation: House Wrap	Insulation: House Wrap
Wainscot Material: ECP 26ga AZ50 PVDF	Wainscot Material: ECP 26ga AZ50 PVDF	Wainscot Material: ECP 26ga AZ50 PVDF	Wainscot Material: ECP 26ga AZ50 PVDF
Wainscot Insulation: House Wrap	Wainscot Insulation: House Wrap	Wainscot Insulation: House Wrap	Wainscot Insulation: House Wrap
Gable Material: None	Gable Material: None	Eave Material: None	Eave Material: None
Additional:			

Interior Walls/Partition Wall/Ceiling

EW1	EW2	SW1	SW2	Ceiling
See Partition section for perimeter wall and ceiling finish information				

Additional:

Exterior and interior finishes require "surface mounted" electrical and plumbing fixtures and connections. Any holes cut into the final finish material will require a labor and material surcharge. Consult your salesperson for an estimate.

Lean-Tos

	None			
--	------	--	--	--

Partitions

Partition ID	EP1		
Type	Uni-Frame Not Embedded		
Location	42'-8"		
Max Wall Thickness	7" nominal		
Min Wall Thickness	Auto		
Curb Height	0'-0"		
Curb Width	0'-0"		
Wall System	Bypass Girt		
Min Girt Size Pref	2x4		
Max Girt Spacing Pref	16		
Splash Plank Material	N/A		
Splash Plank Row Above	N/A		
Splash Plank Row Below	N/A		
Column to Side	Left		
Frame and Finish Facing E1			
Partition Finish	Lnr Uni-Rib 30ga-G40 w/6" Fiberglass Insul		
Raise Bottom of Finish	0'-0"		
Perimeter Wall Liner Finish	Lnr Uni-Rib 29ga-G90 w/6" Fiberglass Insul		
Ceiling liner Finish	Clg Uni-Rib 29ga-G90 w/o Insulation		
Concrete Floor	Yes		
Frame and Finish Facing E2			
Partition Finish	Lnr Uni-Rib 30ga-G40 w/6" Fiberglass Insul		
Raise Bottom of Finish	0'-0"		
Perimeter Wall Liner Finish	Lnr Uni-Rib 29ga-G90 w/6" Fiberglass Insul		
Ceiling liner Finish	Clg Uni-Rib 29ga-G90 w/o Insulation		
Concrete Floor	Yes		

Openings Schedule

Refer to floor plan and or elevation drawings, AJ Door and Windows Product Bulletin, and Openings Schedule Report for additional information.

ID	Quantity	Type / Model / Size
A	6	Overhead Door Opening - Commercial / 14' Wide x 14' High
B	1	WalkDoor - Commercial / Wlk Door 7100 Solid / 3'0"x6'8"
C	1	WalkDoor - Commercial / Wlk Door 7100 Solid / 3'0"x6'8"

Additional:

Accessory Schedule

Refer to Accessory Product Bulletins for additional information.

ID	Quantity	Type / Model / Size
A	1	Ridgecap - Metal / Ridgecap - Metal / Ridgecap - Continuous Vent
Additional:		

Additional Accessories		
Gutters:	S1:	Gutter - F.B.O.
	S2:	Gutter - F.B.O.
Downspouts:	S1:	0
	S2:	0
Snow Retention Trim:	S1:	No
	S2:	No
Additional:		

Building Color Schedule			
Roof Colors			
Roof: Quaker Gray	Non-Cfg Shingles: N/A	Cupola Roof: N/A	
Eave Trim: Quaker Gray	Rake: Quaker Gray	Cupola Body: N/A	
Gutter: N/A	Ridge Cap: Quaker Gray	Cupola Base: N/A	
	Ridge Vent: N/A		
Wall Colors			
Exterior Walls: Pewter Gray	Wainscot: Quaker Gray	Ceiling Liner: Snow White	Lean-To Roof: N/A
Gable: N/A	Eave Finish: N/A	Wall Liner: Snow White	Lean-To Crown Mldg: N/A
Gable Louver: N/A	Accent: N/A		Lean-To Ceiling: N/A
Insulated Wall Batten: N/A	DownSpout: N/A	Partition: Liner White	
	Soffit: Pewter Gray		
Opening & Trim Colors			
Base Trim: Quaker Gray	Overhead Door Panel: N/A	Signature Sldg. Door Field: N/A	Dutch Dr. Insert: N/A
Corner: Quaker Gray	Overhead Door Jamb: Quaker Gray	Signature Sldg Trim: N/A	Dutch Dr. Frame: N/A
Sldg. Door Panel: N/A	Walk Door: AJ White	Signature Sldg Jamb: N/A	Horse Stall: N/A
Sldg. Door Verticals: N/A	Walk Door Trim: Quaker Gray	Signature Sldg Window: N/A	Mansard Roof: N/A
Sldg. Door Jamb: N/A	Window: N/A	Signature Sldg Track Cover: N/A	Mansard Fascia: N/A
Sliding Door Track: N/A	Window Trim: N/A	Large Door Panel: N/A	Mansard Soffit: N/A
Sliding Door Bottom Girt: N/A	Shutters: N/A	Large Door Trim: N/A	Clear Opening Trim: N/A
			Curtain Opening Trim: N/A

Concrete Specifications



LIMITED WARRANTY

Lester Building Systems, LLC

Lester Building Systems, LLC ("LESTER") provides the limited warranties and statement of limited warranties described in this Limited Warranty to the Owner ("OWNER") and subject to the terms, conditions and limitations set forth below. The warranty protection herein, is based on the design parameters specified for this project, as follows:

Owner: village of kronenwetter municipal building		Building Code: ASCE 7-05
Structure: Uni-Frame Not Embedded 65'-0" x 120'-0" x 16'-0"		Allowable Roof Snow Load: 39.7 psf
End Use Code: Commercial Truck Garage		Allowable Roof Dead Load: 10 psf
Improv #: R13A-15743-01-02		Allowable Ceiling Load: 5 psf
Project Number:	Order Date:	Allowable Wind Load: 90 mph; Exp.: C

Structural Design - Lifetime

LESTER warrants that the building designed by LESTER will not experience an occurrence of structural failure* due to structural design, due to weather conditions, such as wind, ice and snow, so long as Allowable Loads noted above have not been exceeded. The foregoing warranty is limited to fifty (50) years with respect to the OWNER which is not a natural person. This structural warranty does not apply to the exterior renovation of a previously built building.

** Loss of load-carrying capacity of a component or member within a structure or of the structure itself. Structural failure is initiated when the material in a structure is stressed to its strength limit, thus causing fracture or excessive deformations.*

Preservative-Treated Lumber - 50 Years

Preservative-treated lumber, including preservative-treated structural columns, are warranted by the original wood preservative supplier against failure due to fungal decay and termite infestation for a period of fifty (50) years from the date of purchase.

Steel Panel Paint System

The painted roofing and/or siding product, Lester Uni-Rib™ and/or Lester Eclipse Roof System®, is warranted by the original paint manufacturer per the following schedule:

Sherwin-Williams Paint System	Film Integrity ¹ Checking, cracking & loss of adhesion (peeling)	Chalk ASTM D-4214-98 Method AD659 rating standard	Fade ² ASTM D-2244-02 Hunter delta-E units rating standard	Red Rust ³ Not to exceed 1/2" accumulation or more
WeatherXL™ Siliconized Polyester	40 Years	30 Years Roof: not to exceed 6 rating Walls: not to exceed 8 rating	30 Years Roof: not to exceed 7 units of color Walls: not to exceed 5 units of color	10 Years (G90) N/A (AZ50)
Fluoropon® PVDF	35 Years	30 Years Roof and walls: not to exceed 8 rating	30 Years Roof and Walls: not to exceed 5 rating	5 Years (G60) N/A (AZ50)

1. Excludes micro-fracturing which may occur during proper steel panel fabrication or failure due to substrate corrosion.

2. Color changes may not be uniform on surfaces that are not equally exposed to the sun.

3. Applies to non-vertical installations and normal outdoor atmospheric conditions, including acid rain. The Red Rust warranty applies only to products with a galvanized substrate and is not applicable (N/A) to products with a Galvalume® substrate.

For an existing building receiving exterior steel panel replacement, this paint warranty applies only if 100% of the exterior roof and walls are replaced.

TERMS AND CONDITIONS

- 1. To Whom Applicable.** This Warranty is applicable only to the OWNER and may not be assigned or transferred by OWNER.
- 2. Effective Date.** This Warranty is conditioned upon and shall not become effective until OWNER's installing Lester builder/dealer receives all amounts due by OWNER.
- 3. Automatic Voiding of Warranty.** This Warranty becomes null and void upon OWNER's failure to comply with any term of the contract between OWNER and the installing Lester builder/dealer.
- 4. Claims Procedure.** LESTER's obligations under this Warranty shall not arise unless LESTER receives in writing, OWNER's complaint which sets forth OWNER's claim of failure, within sixty (60) days of the date OWNER first becomes aware of such claimed failure, and in no event, later than the expiration of the applicable warranty period. LESTER shall be given a reasonable opportunity to investigate claims made by OWNER. Notification to a LESTER dealer is not considered notification to LESTER, and LESTER will not be liable for any costs of repair, or replacement, which is not authorized in writing by LESTER. Upon LESTER's determination that a claim by the OWNER is valid, LESTER shall determine whether correction of the defect or failure shall be by repair or by the furnishing of replacement materials. Title to any defective material replaced by LESTER pursuant to this warranty shall transfer to LESTER at the time of replacement.
- 5. Exclusions.** The warranties expressed herein do not apply to: (a) materials installed in areas subject at any time to exposure to corrosive or aggressive conditions such as airborne abrasives, spray of water, fallout or exposure to fumes, vapor or solid emanations containing acids, alkalis or compounds of mercury or other chemicals, ash or fumes or cement dust; (b) failures arising out of any damage which may occur while stored at the building project site; (c) deterioration caused by condensates or corrosive fumes generated or released inside the building, or failure to remove construction debris or other accumulations of other foreign substances or material from LESTER's materials; (d) failures caused by acts of God, falling objects, external forces, explosions, fire, riots, civil commotion, acts of war, radiation, defects in any part of the building or adjacent structures not constructed by LESTER, or defects in materials or workmanship supplied by LESTER resulting from the installation, use or attachment to the building structure of components such as vents, flashing, signs, fascia, skylights, snow retention devices or any other such materials, accessories or machinery, which are not reflected in the design plans and specifications for the building structure provided by LESTER or which is the result of work which is not performed by LESTER; (e) products which are not manufactured by LESTER, including without limitation, equipment, motors and minor hardware (door and window latches, hooks, etc.), regardless of whether same are furnished or installed by LESTER; provided, however, LESTER passes on to OWNER the transferable warranty which LESTER received from the manufacturer, if any, a copy of such warranties may be obtained from Lester by requesting same in writing; (f) used materials, or materials repaired or replaced under this Warranty except to the extent of the remainder of the warranty period; (g) failure caused by any paints or coatings applied to the materials provided by LESTER which were not applied by or approved in writing by LESTER; (h) failure of masonry foundations and floors due to settling caused by others' failure to properly fill the area or prepare the substrate prior to the installation of those elements; (i) normal shrinkage cracks in masonry materials; to normal wear and tear on concrete floors due to excessive traffic areas, frequent power washing or feed acidity, or any other such excessive exposure or treatment; (j) damage or defect caused by abuse, modifications not executed by LESTER, improper or insufficient building maintenance, failure to address issues such as but not limited to water intrusion, improper operation or normal wear and tear under normal usage; (k) buildings designed with large openings that utilize sliding, sectional overhead, hydraulic or other doors that are left open during severe weather (wind) conditions; (l) damage caused by inadequate ventilation of the building; (m) variables beyond LESTER's control, such as excessive population of animals, inadequate building management of any kind, power failures, improper electrical wiring or equipment failures that may cause damage to the building. The OWNER hereby acknowledges that the total well-being of any animals housed in the building is dependent upon the OWNER's source of electrical power and/or the OWNER's ability to manually ventilate the building during periods of power or equipment failures. LESTER disclaims any liability for losses resulting from conditions which are beyond its control.
- 6. Limitations.** The following limitations apply to the coverage of this Warranty: (a) loss under this Warranty shall be limited to the original purchase price of the defective product subject to OWNER's claim, and shall be further limited as provided herein; (b) metal covered structures are not warranted to be leak-free, particularly leakage caused by extreme weather conditions involving wind, storm or rain which is not normal for the area in which the building is erected; (c) unpainted galvanized or Galvalume® siding or roofing sheets are not warranted to be or remain perfectly uniform in appearance (d) flashings to existing structures, or around silos are not warranted to be leak free; (e) LESTER does not warrant that components or accessory items such as windows and doors shall be free of condensation caused by high humidity inside the building or temperature differentials between the interior and exterior of the building; (f) LESTER does not warrant any part, product or material to meet local, municipal, or state ordinances, codes, laws or regulations; (g) "oil canning" (visible waviness in the flat areas of metal wall and roofing panels) is an inherent quality of flat metal and is not a cause for rejection of or replacement of steel panels and/or steel trim components.
- 7. Exclusive Warranty.** THE FOREGOING SETS FORTH THE ONLY GUARANTEES OR WARRANTIES APPLICABLE TO THE WORK OR MATERIALS PROVIDED BY LESTER AND SAID WARRANTIES ARE GIVEN EXPRESSLY AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES ARE DISCLAIMED BY LESTER. The OWNER agrees that oral statements about the building and the components thereof made by LESTER's dealers or representatives, or statements contained in LESTER's or other third parties general advertising, pamphlets, brochures or other advertising material, do not constitute warranties and that acquisition of the building and components thereof was not made in reliance upon them.
- 8. Owner's Remedies.** Except where such disclaimers and exclusions are specifically prohibited by applicable law, THE OWNER ACKNOWLEDGES THAT ITS SOLE AND EXCLUSIVE REMEDY AGAINST LESTER SHALL BE LIMITED TO THE APPLICABLE WARRANTIES SET FORTH HEREIN AND NO OTHER REMEDY (INCLUDING BUT NOT LIMITED TO THE RECOVERY OF PROFITS, LOST SALES, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR INJURY TO PERSON OR PROPERTY, OR ANY OTHER LOSS) SHALL BE AVAILABLE TO THE OWNER OR ANY OTHER PERSONS OR ENTITIES, WHETHER BY DIRECT ACTION, FOR CONTRIBUTION OR INDEMNITY, OR OTHERWISE. This exclusive remedy shall not be deemed to have failed its essential purpose as long as LESTER is willing and able to carry out the terms of the Warranty as set forth herein. Some states do not allow limitations on how long an implied warranty lasts or do not allow limitation on incidental or consequential damages, so the foregoing limitations may not apply to you. This warranty provides you with specific legal rights and you may have other rights which vary from state to state.
- 9. Choice of Law.** The construction and interpretation of this Limited Warranty shall be governed by the laws of the State of Minnesota.