



NAVAJO NATION DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

ETHEL B. BRANCH
Attorney General

HEATHER CLAH
Deputy Attorney General

DEPARTMENT OF JUSTICE
INITIAL ELIGIBILITY DETERMINATION
FOR NAVAJO NATION FISCAL RECOVERY FUNDS

RFS/HK Review #: HK0733

Date & Time Received: 01/05/24 at 17:00

Date & Time of Response: Jan. 12, 2024 at 9:30 a.m.

Entity Requesting FRF: Greasewood Springs Chapter

Title of Project: Heavy Equipment Purchase - 2023 John Deere 310P

Administrative Oversight: Division of Community Development

Amount of Funding Requested: \$156,610.00

Eligibility Determination:

- FRF eligible
 FRF ineligible
 Additional information requested

FRF Eligibility Category:

- (1) Public Health and Economic Impact
 (3) Government Services/Lost Revenue
 (2) Premium Pay
 (4) Water, Sewer, Broadband Infrastructure

U.S. Department of Treasury Reporting Expenditure Category: _____

6.1: Provision of Government Services

Returned for the following reasons (Ineligibility Reasons/Paragraphs 5.E.(1)-(10) of FRF Procedures):

- | | |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| <input type="checkbox"/> Missing Form | <input type="checkbox"/> Expenditure Plan incomplete |
| <input type="checkbox"/> Supporting documentation missing | <input type="checkbox"/> Funds will not be obligated by 12/31/2024 |
| <input type="checkbox"/> Project will not be completed by 12/31/2026 | <input type="checkbox"/> Incorrect Signatory |
| <input type="checkbox"/> Ineligible purpose | <input type="checkbox"/> Inconsistent with applicable NN or federal laws |
| <input type="checkbox"/> Submitter failed to timely submit CARES reports | |
| <input type="checkbox"/> Additional information submitted is insufficient to make a proper determination | |

Other Comments: _____

Name of DOJ Reviewer: Lorenzo Curley

Signature of DOJ Reviewer: *Lorenzo Curley*

Disclaimers:

If additional information has been requested and you wish to provide it, please resubmit all the required forms updated to include the additional information. Full resubmission will expedite the Initial Eligibility Determination process. Therefore, please include a new RFS form indicating resubmission, revised Appendix A, Budget Form 1, and other supporting documents. **Please email your resubmission to arpa@nndoj.org.** Please be aware that under Resolution BFS-31-21 a Project or Program can only be reviewed twice, therefore it is critical that you include all the requested additional information for your second submission.

An NNDOJ Initial Eligibility Determination is based on the documents provided, which NNDOJ will assume are true, correct, and complete. Should the Project or Program change in any material way after the initial determination, the requestor must seek the advice of NNDOJ. An initial determination is limited to review of the Project or Program as it relates to whether the Project or Program is a legally allowable use – it does not serve as an opinion as to whether or not the Project or Program should be funded, nor does it serve as an opinion as to whether or not the amount requested is reasonable or accurate.

**THE NAVAJO NATION
FISCAL RECOVERY FUNDS REQUEST FORM & EXPENDITURE PLAN
FOR NON-GOVERNANCE CERTIFIED CHAPTERS**

Part 1. Identification of parties.

Non-Governance Certified Chapter requesting FRF: Greasewood Springs Chapter Date prepared: 11/13/23

Chapter's mailing address: PO Box 1260 Ganado, AZ 86505 phone/email: (928) 654-3239 website (if any): www.greasewoodsprings.navaj

This Form prepared by: Dereck Curley phone/email: (928) 654-3239
Chapter Manager dacurley@nnchapters.org
CONTACT PERSON'S name and title CONTACT PERSON'S info

Title and type of Project: Heavy Equipment Purchase- 2023 John Deere 310P

Chapter President: Vacant phone & email: _____
Chapter Vice-President: Julia Benally phone & email: (928) 654-3239 juliabenally2@gmail.c
Chapter Secretary: Linda S. Yazzie phone & email: (928) 654-3239 lindasalabiye@gmail.
Chapter Treasurer: Linda S. Yazzie phone & email: (928) 654-3239 lindasalabiye@gmail.
Chapter Manager or CSC: Dereck Curley phone & email: (928) 654-3239 dacurley@nnchapter:
DCD/Chapter ASO: Eunice Begay phone & email: ejbegay@nndcd.org

List types of Subcontractors or Subrecipients that will be paid with FRF (if known): _____
 document attached

Amount of FRF requested: 156,610.00 FRF funding period: 10/05/23-12/31/24²⁶
indicate Project starting and ending/deadline date

Part 2. Expenditure Plan details.

(a) Describe the Program(s) and/or Project(s) to be funded, including how the funds will be used, for what purposes, the location(s) to be served, and what COVID-related needs will be addressed:

The Greasewood Springs Chapter will allocate \$156,610.00 to purchase a 2023 John Deere 310P Backhoe to be utilized for removing and grade soil for services. This project will provide post mitigation services and end of life services to Greasewood Springs Community.

document attached

(b) Explain how the Program or Project will benefit the Navajo Nation, Navajo communities, or the Navajo People:

This equipment will be used to clear gravesites, dig gravesites and anything related to end of life services.

document attached

(c) Provide a prospective timeline showing the estimated date of completion of the Project and/or each phase of the Project. Disclose any challenges that may prevent you from incurring costs for all funding by December 31, 2024 and/or fully expending funds and completing the

REVIEWED

By Dawnell Begay at 2:18 pm, Dec 28, 2023

APPENDIX A

Program(s) or Project(s) by December 31, 2026:

Purchase will be made through RDO Equipment Company with Buzz Ivcek. Purchase will be made before December 31, 2024.

document attached

(d) Identify who will be responsible for implementing the Program or Project:

Greasewood Springs Chapter Manager

document attached

(e) Explain who will be responsible for operations and maintenance costs for the Project once completed, and how such costs will be funded prospectively:

Greasewood Springs Chapter Administration will be responsible for operations and maintenance costs. Funding will be coming from the annual chapter budget.

document attached

(f) State which of the 66 Fiscal Recovery Fund expenditure categories in the attached U.S. Department of the Treasury Appendix 1 listing the proposed Program or Project falls under, and explain the reason why:

6.1 Provision of Government Services

Greasewood Springs Chapter will be utilizing this equipment for mitigation purposes from removing debris around the gravesite as well as irrigation of soil for end of life services post pandemic.

document attached

Part 3. Additional documents.

List here all additional supporting documents attached to this FRF Expenditure Plan (or indicate N/A):

- 1. Budget Forms
- 2. Cost Estimate
- 3. Chapter Resolution

Chapter Resolution attached

Part 4. Affirmation by Funding Recipient.

Funding Recipient affirms that its receipt of Fiscal Recovery Funds and the implementation of this FRF Expenditure Plan shall be in accordance with Resolution No. CJY-41-21, the ARPA, ARPA Regulations, and with all applicable federal and Navajo Nation laws, regulations, and policies:

Chapter's Preparer: Meredith Curley
signature of Preparer/CONTACT PERSON

Approved by: Jake Benally
signature of Chapter President (or Vice President)

Approved by: Meredith Curley
signature of CSC

Approved by: [Signature]
signature of Chapter ASO

Approved to submit for Review: [Signature]
signature of DCD Director

THE NAVAJO NATION
PROGRAM BUDGET SUMMARY

PART I. Business Unit No.: <u>K - [New]</u>		Program Title: <u>Greasewood Springs Chapter / Heavy Equipment Purchase</u>		Division/Branch: <u>Executive / OGD</u>				
Prepared By: <u>Dereck Curley, Chapter Manager</u>		Phone No.: <u>(928) 654-3239</u>		Email Address: <u>dacurley@nnchapters.org</u>				
PART II. FUNDING SOURCE(S)	Fiscal Year / Term	Amount	% of Total	PART III. BUDGET SUMMARY	Fund Type Code	(A) NNC Approved Original Budget	(B) Proposed Budget	(C) Difference or Total
NN Fiscal Recovery Funds	10/05/23-12/31/26	156,610.00	100%	2001 Personnel Expenses				
				3000 Travel Expenses				
				3500 Meeting Expenses				
				4000 Supplies	6		156,610	156,610
				5000 Lease and Rental				
				5500 Communications and Utilities				
				6000 Repairs and Maintenance				
				6500 Contractual Services				
				7000 Special Transactions				
				8000 Public Assistance				
				9000 Capital Outlay				
				TOTAL		\$0.00	156,610.00	156,610
TOTAL: \$156,610.00 100%				PART IV. POSITIONS AND VEHICLES		(D)	(E)	
				Total # of Positions Budgeted:				
				Total # of Vehicles Budgeted:				
PART V. I HEREBY ACKNOWLEDGE THAT THE INFORMATION CONTAINED IN THIS BUDGET PACKAGE IS COMPLETE AND ACCURATE.								
SUBMITTED BY: <u>Jaron Charley, Department Manager</u>			APPROVED BY: <u>Arbin Mitchell, Division Director</u>					
Program Manager's Printed Name			Division Director / Branch Chief's Printed Name					
<u>12/28/2023</u>								
Program Manager's Signature and Date			Division Director / Branch Chief's Signature and Date					

**THE NAVAJO NATION
PROGRAM PERFORMANCE CRITERIA**

PART I. PROGRAM INFORMATION:								
Business Unit No.: <u>NEW</u>			Program Name/Title: <u>Greasewood Springs Chapter/ Heavy Equipment Purchase</u>					
PART II. PLAN OF OPERATION/RESOLUTION NUMBER/PURPOSE OF PROGRAM:								
The Greasewood Springs Chapter will purchase Heavy Equipment to be utilized for community services and end of life services to Greasewood Springs Community.								
PART III. PROGRAM PERFORMANCE CRITERIA:								
	1st QTR		2nd QTR		3rd QTR		4th QTR	
	Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual
1. Goal Statement:								
<u>Our goal is to procure and purchase a 2023 John Deere 310 P Backhoe</u>								
Program Performance Measure/Objective:								

	10		10					
2. Goal Statement:								

Program Performance Measure/Objective:								

3. Goal Statement:								

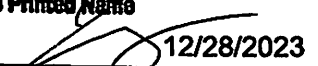
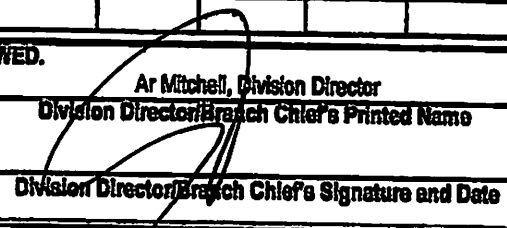
Program Performance Measure/Objective:								

4. Goal Statement:								

Program Performance Measure/Objective:								

5. Goal Statement:								

Program Performance Measure/Objective:								

PART IV. I HEREBY ACKNOWLEDGE THAT THE ABOVE INFORMATION HAS BEEN THOROUGHLY REVIEWED.								
<u>Jaron Charley, Department Manager</u> Program Manager's Printed Name				<u>Ar Mitchell, Division Director</u> Division Director/Branch Chief's Printed Name				
 Program Manager's Signature and Date				 Division Director/Branch Chief's Signature and Date				

**THE NAVAJO NATION
DETAILED BUDGET AND JUSTIFICATION**

PART I. PROGRAM INFORMATION:					
Program Name/Title:		Greasewood Springs Chapter-Heavy Equipment Purchase		Business Unit No.: NEW	
PART II. DETAILED BUDGET:					
(A)	(B)			(C)	(D)
Object Code (LOD 6)	Object Code Description and Justification (LOD 7)			Total by DETAILED Object Code (LOD 6)	Total by MAJOR Object Code (LOD 4)
4000	4000	Supplies			
	4000	Supplies	Purchase of Heavy Equipment, 2023 John Deere 310 P	156,610	156,610
TOTAL				156,610	156,610



Greasewood Springs Chapter

Diwozhii Bii' To doo' Bi'Naha'ta'
PO Box 1260 Ganado, Arizona 86505

Vacant, President
Julia Benally, Vice-President
Linda S. Yazzie, Secretary/Treasurer

Bill Spencer., Grazing Committee Member
Cherilyn Yazzie, Council Delegate

GSC10-23-1266

RESOLUTION OF THE GREASEWOOD SPRINGS CHAPTER

Resolution Accepting and Approve CJN-29-22, American Rescue Plan Act (ARPA) funding in the amount of \$156,610.56 for the Greasewood Springs Chapter, to be utilized for heavy equipment purchase.

WHEREAS:

1. The Greasewood Springs Chapter exists as a local unit of government recognized as a political sub-division of the Navajo Nation, pursuant of the Navajo Nation Code No. 26, Section (a) and is authorized to review all matters affecting the community in order to address the needs of the local residents with the authority to act in the best interest of the general welfare of its community membership; and
2. Pursuant to Resolution No. CAP-34-98, the Navajo Nation council approved the Historic Local Governance Act, which authorized the local Navajo Communities to plan develop and implement a restructuring process to improve community decision making allowing communities to excel and flourish enabling Navajo leaders to lead toward a prosperous future and improve the strength of the Navajo Nation Sovereignty; and
3. The Greasewood Springs Chapter is respectfully requesting the acceptance and approval of CJN-29-22, American Rescue Plan Act (ARPA) funding in the amount of \$156,610.56 for the Greasewood Springs Chapter, to be utilized for heavy equipment purchase; and
4. The Greasewood Springs Chapter is in need of a new backhoe to help with effects of the COVID-19 virus outbreak, mainly the end-of-life services that is needed throughout the community.

NOW THEREFORE IT BE RESOLVED THAT:

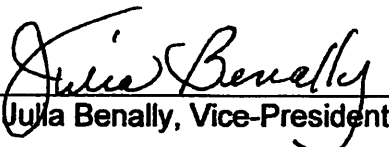
1. The Greasewood Springs Chapter hereby approves and supports CJN-29-22, American Rescue Plan Act (ARPA) funding in the amount of \$156,610.56, for the purchase of heavy equipment, for the Greasewood Springs Chapter.

CERTIFICATION

We, hereby certify that the foregoing was duly considered by the Greasewood Springs Chapter at a duly called Special Chapter meeting in Greasewood Springs (Navajo Nation) Arizona, at which a quorum of community membership was present and the same had passed with a vote of, 19 in favor, 3 in opposed and 4 in abstained on this 16th day of October, in the year 2023.

Motioned By: Patricia Lewis

Seconded By: Leroy Thomas


Julia Benally, Vice-President



JOHN DEERE

Retail Purchase Order

RDO Equipment Co.
5500 East Penstock Avenue
Flagstaff AZ, 86004
Phone: (928) 526-0639 - Fax: (928) 526-2498

Bill To:
GREASEWOOD SPRINGS CHAPTE
PO BOX 1260
GANADO, AZ, 865051260
APACHE ()
(928) 654-3239

Ship To:
GREASEWOOD CHAPTER
PO BOX 1260
GANADO, AZ, 865051260
(928) 654-3239

Purchase Order Date: 10/9/2023
Purchase Order #: 1696278
Purchaser Account #: 3239025

Customer Purchaser Type: Governmental - City/Town/Village
Customer Market Use: Other - Light Duty Main
Location of First Working Use: GANADO, AZ, 865051260
Dealer Account Number: 177634
Sales Professional: Buzz Ivceck
Phone: (928) 526-0639
Fax: (928) 526-2498
Email: Blvicek@rdoequipment.com

Comments

Sourcewell Pricing Contract #011723-JDC

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2023 JOHN DEERE 320P	\$229,333.00
			Customer Discount SOURCEWELL CONTRACT #011723-JDC 43%	(\$98,613.19)
			Freight in FACTORY FREIGHT	\$4,675.00
			Prep / Reconditioning PRE-DELIVERY	\$3,544.00
			Warranty -John Deere Comprehensive-36 Months, 3000 Hours,Deductible: 200, Exp Date: 10/9/2026	\$3,955.00
1	TBD TBD	0	Attachment - New 2023 JOHN DEERE 410FORKS60	\$4,852.00
Equipment Subtotal:				\$147,745.81

Purchase Order Totals

Balance:	\$147,745.81
AZ STATE TAX:	\$8,864.75
AZ COUNTY TAX:	\$0.00
AZ CITY TAX:	\$0.00
Sales Tax Total:	\$8,864.75
Sub Total:	\$156,610.56
Cash with Order:	\$0.00
Balance Due:	\$156,610.56

Legal Information

For the Construction Product(s)

ACKNOWLEDGMENTS - Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above Product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract) or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the Product(s) ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. Except as provided herein and as necessary to protect RDO Equipment from the claims of a bankruptcy trustee or a buyer in the ordinary course of business, the Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order. I (we) hereby grant a security interest to RDO Equipment in the Product.

DISCLOSURE OF REGULATION APPLICABILITY - When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

IMPORTANT WARRANTY NOTICE - The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

Telematics: Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Upon signature of delivery acknowledgment, customer is accepting the equipment, including attachments, in "AS IS" condition, agreeing to notify RDO Equipment Co. within 24 hours of any damages or discrepancies found upon receipt of equipment.

Signature Area

Purchase Order Accepted By:

Arthur Hardy Jr
Arthur Hardy Jr (Oct 9, 2023 11:47 MDT)
(Customer's Signature)

Oct 9, 2023
(Date Accepted)

Buzz Ivicsek
Buzz Ivicsek (Oct 9, 2023 11:17 PDT)
(Authorized Signature of Dealer)

Oct 9, 2023
(Date Accepted)

Delivery of Equipment Acknowledgement:

(Customer's Signature)

Date Accepted

Standard Warranty Acknowledgement:

(Delivered On)

(Warranty Begins)

Extended Warranty Oil Sampling Acknowledgement:

(Customer's Initials)

(deal owner's title's Initials)

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2023 JOHN DEERE 320P	17C0T 320 P-tier Backhoe Loader 0202 United States 0351 Translated Text Labels 0259 English 1003 Cab 8109 Sun Visor 8146 Left Side Console Storage with Cup Holders 8182 Radio, Bosch Basic Package 8207 Seat, Cloth Air-Suspension 183E JDLink™ 3009 Autoshift Transmission - Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential 4006 John Deere 4.5L - FT4/Stage IV 8075 Diagnostic Oil Sampling Ports 5245 Galaxy 19.5L-24 12PR Rear & 12.5/80-18 10PR Front 6154 Dual Batteries with Disconnect, Jump Post, and Engine Block Heater 6752 Extendible Dipperstick 6577 1250 lb. (567 kg.) Front Counterweight 7002 Auxillary Hydraulics with One & Two Way Flow (Hammer & Thumb/Swinger) 7028 Pilot Controls, Two Lever, with Patten Selection 7038 Loader Coupler, Two-Function Hydraulics, Single Lever 8125 Heavy-Duty Backhoe Bucket Cylinder 7806 24 in. (611 mm.) Heavy-Duty Bucket, 6.9 cu. ft. (0.20 cu. m.) 7704 Deere Standard Quick Coupler - 42 in. Thumb Ready 7860 92 in. (2.35 m.) General Purpose Coupler Bucket, 1.39 cu. yd. (1.06 cu. m.) 8027 Thumb - 42 in. 4 Tine 8115 MFWD Driveshaft Guard AT437340 18 in. (457 mm) Heavy Duty Bucket, 4.9 c. ft. (0.14 c. m.) AT437345 30 in. (765 mm) Heavy Duty Bucket, 8.9 c. ft. (0.25 c. m.)
1	TBD	2023 JOHN DEERE 410FORKS60	AT308139 FORKS, PALLET (2) 60 IN.(1.52M) WITH 60 IN. (1.52

**STANDARD WARRANTY FOR NEW JOHN DEERE
CONSTRUCTION, COMPACT CONSTRUCTION (CCE) FORESTRY, AND UTILITY PRODUCTS –
US & Canada**

- **Construction & Forestry Products:** 12 months/unlimited hours (whichever occurs first) Full Machine Standard Warranty
- **Compact Construction Equipment (CCE) Products:** 24 months or 2000 hours (whichever occurs first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **DC & DE Pull-Type Scrapers:** 12 months Full Machine Standard Warranty
- **Scraper Tractors:** 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURALL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY -

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (Incl. pins & bushings); Bln Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Additional Labor Time - Above Dealer Labor Rate
6. Additional Cleaning - Above Dealer Labor Rate
7. Rental Fees
8. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, negligence, collision, or other accidents.
9. Premiums charged for Overtime Labor
10. Transportation to and from the dealership.
11. Travel time, mileage, or service calls by the dealer.
12. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
13. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers.
14. Torn, cut, or worn hoses.
15. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
16. Items such as cutting-edge parts, delimiting knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
17. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
18. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
19. Parts supplied by or repairs, maintenance or modifications performed by someone other than an authorized John Deere dealer, including any damage caused by such use of parts, repairs, maintenance, or modifications not performed by an authorized John Deere dealer.
20. Topping off fluids when fluid levels fall in the range between low and full
21. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
22. Attachments installed aftermarket – i.e., Winch not installed at factory.
23. Custom options installed outside the factory – i.e., G.R. Manufacturing option packages.
24. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. The product is modified or altered in ways not approved by John Deere; or
2. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
3. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**

**NAVAJO NATION CERTIFICATION
Regarding Debarment, Suspension, and
Contracting Eligibility**

1. Applicant entity acknowledges that to the best of its knowledge that the Applicant entity, either in its present form or in any identifiable capacity, has not, in accordance with 12 N.N.C. § 361:
 - A. Been convicted of the commission of criminal offenses incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of any such contract or subcontract;
 - B. Been convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offenses indicating a lack of business integrity or honesty, which currently, seriously, and directly affect responsibility as a Navajo Nation contractor;
 - C. Been convicted under antitrust statutes arising out of the submission of bids or proposals;
 - D. Violated contract provisions, including:
 - i. Deliberate failure, without good cause, to perform in accordance with the contract specifications or within the time limit provided in the contract,
 - ii. A recent record of failure to perform or of unsatisfactory performance with the terms of any contract, or
 - iii. Any other cause so serious and compelling as to affect responsibility as a Navajo Nation contractor, including debarment by another governmental entity.
2. Applicant acknowledges that if the Navajo Nation determines that the executed Certification provided herein is untrue or not wholly accurate, it shall be grounds for the Navajo Nation to terminate the contract and pursue other legal remedies, at the Navajo Nation's discretion.
3. Applicant certifies to the best of its knowledge that it is eligible to do business with the

Navajo Nation, in its present form or in any other identifiable capacity, pursuant to 12 N.N.C. § 1501 and 5 N.N.C. § 301. Applicant also acknowledges that per 12 N.N.C. § 1505, it will not be eligible to contract with the Navajo Nation if deemed ineligible by the appropriate department or entity of the Navajo Nation which receives the Applicant's request for consideration for a business opportunity.

GREASEWOOD SPRINGS CHAPTER

Applicant Name

P.O. Box 1260

Applicant Address

Ganado, Arizona 86505

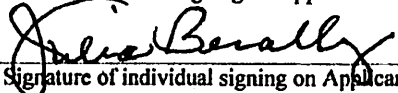
Applicant Address

Applicant Address


Name of individual signing on Applicant's behalf (print)

Vice-President

Title of individual signing on Applicant's behalf


Signature of individual signing on Applicant's behalf

11/9/2023
Date

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
GREASEWOOD CHAPTER

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ **NON PROFIT**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO BOX 1260

6 City, state, and ZIP code
GANADO, AZ 86505

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

			-						
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or

Employer identification number

8	6	-	0	8	7	4	2	8	4
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Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Nereed Curley* Date ▶ 11/9/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.