



DR. BUU NYGREN *PRESIDENT*
RICHELLE MONTOYA *VICE PRESIDENT*

The Navajo Nation | Yideeskáądi Nitsáhákees

April 19, 2023

TRANSMITTAL

TO : Calvin Castillo, Executive Director
Division of Community Development (DCD)

FROM : Cshwiny
Cordell Shortey, Contracting Officer
Contracts & Grants Section (CGS) / OMB

SUBJECT : BU on Budget for Projects / Activities for White Cone Chapter House, Greasewood Springs Chapter House, Teesto Chapter House, Indian Wells Chapter House, & Dilkon Chapter House - ARPA Funds Delegate Yazzie Region

I. Information on Contract (per Original Award):

White Cone Chapter House, Greasewood Springs Chapter House, Teesto Chapter House, Indian Wells Chapter House, Dilkon Chapter House		U.S. Treasury American Recovery Plan Act (ARPA)	21.027
Title of Contract		Funding Agency	CFDA No. - Federal
CD-69-22	\$ 8,802,340.00	2022	03/11/2021 to 12/31/2026
Grant No.	Amount	Fiscal Year	Term - Begin and End Date

II. Data Entered in FMIS Regarding:

☒ New Contract or Grant Company No. 8059 Business Unit (K#) K2115123 to K2115131

☐ Contract Mod No. _____

☒ Amt of Budget \$6,225,968.01 \$0.00 to \$6,225,968.01

AMOUNT FROM TO

☐ Budget Period - Extend End Date: From _____ To _____

☐ Other, specify: _____

Authorizing Document - Attached:

☐ Contract / Agreement - Date executed _____

☒ NNC / Committee Resolution - No. & Date NN Council Resolution CD-69-22

☒ Other, specify: Budget on projects / activities for Chapters listed above submitted by NN FRF Office

III. Comments by CGS:

This Transmittal documents budget entered in FMIS on \$8.2 mil ARPA funds allocated to CD Cherilyn Yazzie Region. Budget received on February 10, 2023 is authorized for implementation pursuant to FY 2023 NN BIM Appendix L Section II. B. and concurred by Navajo Nation Fiscal Recovery Fund (NN FRF) Office by memorandum of February 10, 2023. Delay in BU setup is due to incorrect object code on budget. NN FRF Office submitted corrected budget to CGS on April 10, 2023. Y-T-D budget entered into FMIS for CD Yazzie Region is \$6,225,968.01

Attachment

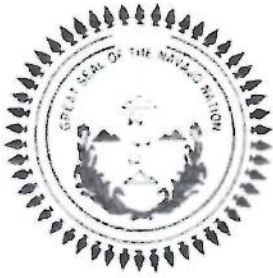
Copy: Contract files
Contract Accounting / OOC / DPM
Tom Platero, Executive Director - NN FRF Office

Revised February 2023

Checklist of Approved Documents in Resolution Approving Chapter/Regional Expenditure Plan
(Ready for BU Setup)
As of February 10, 2023

E: CD-69-22: Council Delegate Cheryl Yazzie		Approved NIN Council Signed Resolution	Approved DOJ IED	Appendix A w/ Signatures	Budget Forms 1,2,4	Program Budget Summary	Approved Chapter Resolution	Amount	Notes	Ready for OMB
K2115123	1. White Cone Chp Community Cemetery	X	X	X	X	X	X	\$ 1,000.00	New DCD Exc Director signed budgets	14. X
K2115124	2. Greasewood Springs Chp Reservoir/Aquifer Recharge Project	X	X	X	X	X	X	\$ 200,000.00	New DCD Exc Director signed budgets	15. X
K2115125	3. Teesto Chp Heavy Equipment Purchase (John Deere 724P)	X	X	X	X	X	X	\$ 317,445.81	New DCD Exc Director signed budgets	16. X
K2115126	4. Teesto Chp Feasibility Studies for all washes in Teesto Service Area	X	X	X	X	X	X	\$ 300,000.00	New DCD Exc Director signed budgets	17. X
K2115127	5. Teesto Chp 2021 John Deere 324G with 2021 JRB 48Forks	X	X	X	X	X	X	\$ 53,828.20	New DCD Exc Director signed budgets	18. X
K2115128	6. Indian Wells Chp Housing Renovations	X	X	X	X	X	X	\$ 1,760,468.00	New DCD Exc Director signed budgets	19. X
K2115129	7. Diklon Chp Home Rehabilitation Project	X	X	X	X	X	X	\$ 1,760,467.00	New DCD Exc Director signed budgets	20. X
K2115130	8. White Cone Chp House Repair & Improvement	X	X	X	X	44	X	\$ 1,759,468.00	Missile appendix 1 New DCD Exc Dir. Signed budgets.	
K2115131	9. Teesto Chp ADA Bathroom Additions for 10-Families	X	X	X	X	X	X	\$ 73,291.00	New DCD Exc Director signed budgets	21. X
Total:								\$ 6,225,968.01		

NNDOJ
Initial Eligibility
Determination



NAVAJO NATION DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

DOREEN N MCPAUL
Attorney General

KIMBERLY A DUTCHER
Deputy Attorney General

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



RFS/HK Review #: HK0247

Date & Time Received: 12/2/2022

Date & Time of Response: 12/09/2022 5:00 PM

Entity Requesting FRF: Teesto Chapter

Title of Project: 2021 John Deere 324G with 2021 JRB 48FORKS

Administrative Oversight: Chapter President, Elmer Clark

Amount of Funding Requested: \$53,828.20

Eligibility Determination:

- ☒ FRF eligible
☐ FRF ineligible
☐ Additional information requested

FRF Eligibility Category:

- | | |
|--|---|
| <input type="checkbox"/> (1) Public Health and Economic Impact | <input type="checkbox"/> (2) Premium Pay |
| <input checked="" type="checkbox"/> (3) Government Services/Lost Revenue | <input type="checkbox"/> (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: **MacArthur Stant**

Signature of DOJ Reviewer: 

Disclaimers: This Initial Eligibility Determination is based on the documents provided which we have assumed are true, correct, and complete. Should the Project or Program change in any material way after this initial determination, the requestor must seek the advice of NNDOJ. This 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.

Appendix A
Per
BFS-31-21

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

Part 1. Identification of parties.

Governance-Certified Chapter requesting FRF: TEESTO CHAPTER Date prepared: 08/19/2022

Chapter's Teesto Chapter phone & email: (928)657-8042
mailing address: PO Box 7385 website (if any): teesto@navajochapters.org

This Form prepared by: Clara Tsosie, Chapter Manager phone/email: (928)657-8042
c_tsosie@nnchapters.org

CONTACT PERSON'S name and title

CONTACT PERSON'S info

Title and type of Project: 2021 John Deere 324G with 2021 JRB 48FORKS

Chapter President: Elmer Clark phone & email: 928-606-4136 & clark_elmer@yahoo.com

Chapter Vice-President: Leroy Thomas phone & email: 928-589-7154

Chapter Secretary: Sophia Francis phone & email: 928-313-0529 & sophiafrancis@navajochapters.org

Chapter Treasurer: Sophia Francis phone & email: 928-313-0529 & sophiafrancis@navajochapters.org

Chapter Manager or CSC: Clara Tsosie phone & email: 928-657-8045 & c_tsosie@nnchapters.org

CCD/Chapter ASO: Toni Mina, ASO phone & email: 928-654-3934 & tmina@nndcd.org

List types of Subcontractors or Subrecipients that will be paid with FRF (if known): Purchase a 2021 John Deere 324G with Attachment - New 2021 JRB 48FORKS ☐ document attached

Amount of FRF requested: \$53,828.20 FRF funding period: 10/01/2022 - 09/30/2024
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:

Purchase 2021 John Deere 324G with 2021 JRB 48FORKS. Purchase the equipment to be utilized for bulk unloading and loading for community needs such as food, PPE's and all necessary items for a recovery plan.

☐ document attached

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

How the purchase of the equipment is going to benefit the Teesto community is to unload and load these bulk orders.

☐ document attached

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

APPENDIX A

The purchase will be made through RDO Equipment Company with Alex Santiago. Purchase will be made about December 31, 2024.

☐ document attached

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

Clara Tsosie, 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:

Teesto Chapter will be responsible for operation & maintenance costs. The funds that will be the Chapter annual 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:

6.10 Teesto Chapter would utilize this equipment to distribute food and other bulk orders for this recovery plan.

☐ 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. CBY-41-21, the ARPA, ARPA Regulations, and with all applicable federal and Navajo Nation laws, regulations, and policies:

Chapter's
Preparer:


signature of Chapter Manager/CONTACT PERSON

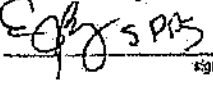
Approved by:


signature of Chapter President (or Vice-President)

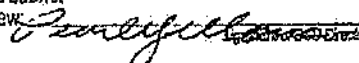
Approved by:


signature of Chapter Manager or CSC

Approved by:


signature of BCD Chapter ASO

Approved to submit
for Review:


signature of BCD Chapter ASO

8.30.22

Appendix J:
Project Budget
Summary
Per
CJN-29-22

Signed Budget

Forms 1, 2 & 4

(Other budget forms if needed)

THE NAVAJO NATION
PROGRAM BUDGET SUMMARY

FY 2022

PART I. Business Unit No.: <u>NEW</u>		Program Title: <u>TEESTO CHAPTER</u>		Division/Branch: <u>NNDCCD</u>	
Prepared By: <u>Clara Tsosie</u>		Phone No.: <u>928-857-8042</u>		Email Address: <u>teesto@navajochapters.org</u>	
PART II. FUNDING SOURCE(S)		Fiscal Year / Term	Amount	% of Total	
6.1 Purchase 2021 John Deere 324G		01/2022 - 12/31/22	53,828.20	100%	
PART III. BUDGET SUMMARY		Fund Type Code	Original Budget	Proposed Budget	Difference or Total
2001 Personnel Expenses					
3000 Travel Expenses					
3500 Meeting Expenses					
4000 Supplies					
5000 Lease and Rental					
5500 Communications and Utilities					
6000 Repairs and Maintenance					
6500 Contractual Services					
7000 Special Transactions					
8000 Public Assistance					
9000 Capital Outlay		6		53,828.20	
9500 Matching Funds					
9500 Indirect Cost					
TOTAL			\$0.00	53,828.20	0
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>Sonlatsa Jim Martin, Program Manager</u>		APPROVED BY: <u>Pearl Yellowman, Executive Director</u>		Division Director / Branch Chief's Printed Name	
Program Manager's Printed Name		Division Director / Branch Chief's Signature and Date		8.30.22	
Program Manager's Signature and Date		Division Director / Branch Chief's Signature and Date		2/9/2023	



* Edit by CAG, 4/1/2023

THE NAVAJO NATION
PROGRAM PERFORMANCE CRITERIA

PART I. PROGRAM INFORMATION:		Teeslo Chapter									
Business Unit No.:	NEW	Program Name/Title:									
PART II. PLAN OF OPERATION/RESOLUTION NUMBER/PURPOSE OF PROGRAM:											
PART III. PROGRAM PERFORMANCE CRITERIA:											
1. Goal Statement:		To provide services to our community for any large loads and unloading:		1st QTR		2nd QTR		3rd QTR		4th QTR	
				Goal		Actual		Goal		Actual	
				1		1		1		1	
2. Goal Statement:		To services the Teeslo Community Center for any essential services.		1		1		1		1	
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.											
Sontalisa Jim-Martin, Program Manager				Pearl Yellowman, Executive Director							
Program Manager's Printed Name				Division Director/Branch Chief's Printed Name							
08/26/2022				8.30.22							
Program Manager's Signature and Date				Division Director/Branch Chief's Signature and Date							

1.5/4/23 2/9/2023

THE NAVAJO NATION
DETAILED BUDGET AND JUSTIFICATION

FY 2022

PART I. PROGRAM INFORMATION:		Business Unit No.:		NEW
Program Name/Title:		TEESTO CHAPTER		
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)	
9000 9140	<p>PURCHASE NEW 2021 JOHN DEERE 324G WITH ATTACHMENT -NEW 2021 JRB 48FORKS</p> <p>PURCHASE TO BE MADE BY DECEMBER 2023.</p> <p>Capital Outlay Equipment 9142-Equipment</p> <p>53,828.00 1-1-21/23</p>	53,828.00 1-1-21/23	53,828.00 1-1-21/23	
TOTAL		53,828	53,828	53,828

* Edited by OAS
1-1-21/23

Chapter Resolutions and Other Supporting Documents



JOHN DEERE

Investment Proposal (Quote)

RDO Equipment Co.
5500 East Penstock Avenue
Flagstaff AZ, 86004

Phone: (928) 526-0639 - Fax: (928) 526-2488

Proposal for:
TEESTO CHAPTER OF THE NAV
PO BOX 7385
WINSLOW, AZ, 860477166
NAVAJO

Investment Proposal Date: 8/23/2022
Pricing Valid Until: 8/31/2022
Deal Number: 1584310
Customer Account #: 8042005
Sales Professional: Buzz Nicks
Phone: (928) 526-0639
Fax: (928) 526-2488
Email: BNicks@rdoequipment.com

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2022 JOHN DEERE 324G	\$66,774.00
			Freight in FACTORY FREIGHT	\$2,330.00
			Freight Out DELIVERY	\$835.00
			Prep / Reconditioning PDI	\$1,250.00
			Customer Discount SOURCEWELL CONTRACT #032119-JDC 32%	(\$21,387.68)
			Item Subtotal:	\$49,821.32
1	82997 X488668	0	Attachment - New 2021 ARROW MATERIAL HANDLING PRODUCTS FORKS48	\$990.00
			Equipment Subtotal:	\$50,781.32

Purchase Order Totals

Balance:	\$50,781.32
AZ STATE TAX:	\$3,046.89
AZ COUNTY TAX:	\$0.00
AZ CITY TAX:	\$0.00
Sales Tax Total:	\$3,046.89
Sub Total:	\$53,828.20
Cash with Order:	\$0.00
Balance Due:	\$53,828.20

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2022 JOHN DEERE 324G	00C2T 324G SKID STEER 0722 Open ROPS, Manual QT, SL, 2Spd 1301 Engine - Turbocharged 8050 Cold Start Package 8060 Engine Air Pre-cleaner 1501 English Operator's Manual and Decals 1741 Less JDLink 2316 12 X 18.5 NHS, CAMSO SKS 0850 E-H (ISO Pattern) Joystick Controls 6001 Mechanical Suspension Seat (Vinyl) 4000 2-Inch Seat Belt 6380 Footrest with Floor Mat 9041 72 In. Construction Bucket (17.8 cu. ft.) with Edge
1	82997	2021 ARROW MATERIAL HANDLING PRODUCTS FORKS48	1.5X4X48 48" FORK TINES

D1584310

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

- **Construction, Forestry & Compact Construction Equipment (CCE) Products***: 12 months Full Machine Standard Warranty
- *** Compact Construction Equipment Products** Delivered and settled on or after 01 June 2018: 24 months or 2000 hours (whichever comes first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers**: 6 months Full Machine Standard Warranty
- **DC & DE Series 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
- **Frontier Equipment**: 6 months Full Machine Standard Warranty (90 days in rental applications)

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.

STRUCTURAL 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/labour, 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/labour; 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, Puli-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); Bin 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 H-Series & J-Series 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. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.
13. Non-John Deere components or modifications, Rotobac grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
15. Torn, cut, or worn hoses.
16. 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.
17. Items such as cutting-edge parts, delimbing 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.
18. 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.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket - I.e. Winch not installed at factory.
24. Custom options installed outside the factory - I.e. G.R. Manufacturing option packages.
25. 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. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. 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).
4. 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 Structural 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 Structural 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/labour) 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 Structural 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 STRUCTURAL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**

