



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
**Delivery Order**

Order Date: 05-20-2022

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

<b>Order Number:</b>	CDO 0803 0070 DOT2100000032 5	<b>Procurement Folder:</b>	797235
<b>Document Name:</b>	Finance the Purchase of Solimec Drill Rigs	<b>Reason for Modification:</b>	Change Order 1: Pay Off of Balance
<b>Document Description:</b>	Contract #FAR170000001, Appendix 2017-37		
<b>Procurement Type:</b>	Central Delivery Order		
<b>Buyer Name:</b>	John W Estep		
<b>Telephone:</b>	304-558-2566		
<b>Email:</b>	john.w.estep@wv.gov		
<b>Shipping Method:</b>	Best Way	<b>Master Agreement Number:</b>	CMA 0209 FAR1700000001 5
<b>Free on Board:</b>	FOB Dest, Freight Prepaid		

VENDOR		DEPARTMENT CONTACT		
<b>Vendor Customer Code:</b>	000000191232	<b>Requestor Name:</b>	Denise L Brown	
BANC OF AMERICA PUBLIC CAPITAL CORP PO BOX 100918		<b>Requestor Phone:</b>	(304) 473-5328	
ATLANTA GA 303840918		<b>Requestor Email:</b>	dee.l.brown@wv.gov	
US		<div style="font-size: 48px; font-weight: bold;">22</div> <div style="font-size: 24px; font-weight: bold; transform: rotate(-15deg);">FILE LOCATION</div>		
<b>Vendor Contact Phone:</b>	804-788-3345			<b>Extension:</b>
<b>Discount Details:</b>				
<b>#1</b>	No	0.0000	0	
<b>#2</b>	No			
<b>#3</b>	No			
<b>#4</b>	No			

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS	DIVISION OF HIGHWAYS
EQUIPMENT DIVISION RT 33	EQUIPMENT DIVISION
83 BRUSHY ROAD CROSSING, PO BOX 610	83 BRUSHY FORK RD CROSSING
BUCKHANNON WV 26201	BUCKHANNON WV 26201
US	US

<b>Total Order Amount:</b>	\$1,371,772.10
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Purchasing Division's File Copy

ENTERED

**PURCHASING DIVISION AUTHORIZATION**  
 DATE: *5/20/22*  
 ELECTRONIC SIGNATURE ON FILE

**ENCUMBRANCE CERTIFICATION**  
 DATE: *Beverly Toke 5/24/22*  
 ELECTRONIC SIGNATURE ON FILE

**Extended Description:**

CHANGE ORDER 1

APPENDIX #2017-37

EFFECTIVE DATE: 11/9/2020

TO FINANCE THE PURCHASE OF SOILMEC 30 EVO 2019 TRACK DRILL RIG EQUIPMENT. AMOUNT TO BE FINANCED \$1,380,000.00

WITH 60 MONTHLY PAYMENTS OF \$23,492.97

WITH THE FIRST PAYMENT DUE: 1/1/2021

THE FINAL PAYMENT WAS DUE: 12/1/2025- NOW THE FINAL PAYMENT WILL BE 06/01/2022

INTEREST RATE IS: 0.8291%

FOR THE FOLLOWING: CPO 0803 0070 DOT2100000011

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	84101703	0.00000		\$0.0000	\$399,380.49
Service From	Service To	Manufacturer		Model No	Delivery Date
2021-01-01	2025-12-01				

**Commodity Line Description:** Financing Agreement- PRINCIPAL AND INTEREST PAYMENTS

**Extended Description:**

APPENDIX #2017-37

PRINCIPAL AND INTEREST PAYMENTS

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	84101703	0.00000		\$0.0000	\$972,391.61
Service From	Service To	Manufacturer		Model No	Delivery Date
2021-01-01	2022-06-01				

**Commodity Line Description:** Financing Agreement-REMAINING BALANCE

**Extended Description:**

APPENDIX #2017-37

REMAINING BALANCE

**BANK OF AMERICA** 


Fax: 404-532-3742  
BALCPayoffs@bankofamerica.com

May 2, 2022  
Leasing customer  
WEST VIRGINIA, STATE OF

RE: Customer No. 2010284 /Schedule No(s). 0037

Dear Leasing customer

7021E011  
"I hereby certify that the items listed hereon  
have been received and approved for  
payment"

5/16/22   
Date Evan Dewey Name

In response to your request to a prepayment of the above-referenced Note, we provide the following:

Principal		\$	972,391.61
Interest	6/1/22 thru 6/1/22	\$	-
Prepayment Fee		\$	-
<b>Payoff Amount as of</b>	<b>6/1/22</b>	<b>\$</b>	<b>972,391.61</b>
Per diem		\$	22.08
Per diem valid thru			6/30/2022

\*\*\* Payoff assumes receipt of the 5/1/2022 & 6/1/2022 rental payments in full \*\*\*

Upon our receipt of wire transferred funds or certified check in the aforementioned amount, and provided that you are not then in default of any of your obligations to Banc of America Public Capital Corp, as Secured Party (BAPCC), BAPCC will execute any documentation reasonably required to terminate its security interest in the Collateral to be released.

Notwithstanding the above, unless the foregoing prepayment amortizes the entire balance of principal and interest under the Note, the Note continues to be in full force and effect with respect to, among other things, the remaining Collateral under the Note and, except as specifically set forth herein, all of the terms and conditions of the Note remain in full force and effect and are hereby ratified and affirmed by you. Further, any corporate or personal guaranties which relate to the Note, as well as any and all other obligations which may be outstanding to BAPCC or its affiliates, shall remain in full force and effect with respect to such other obligations, notwithstanding the early payoff of the Note pursuant to this letter. In addition, if a security interest in the Collateral to be released has been granted to BAPCC as security for any obligations owing to BAPCC or its affiliates or assign, other than the Note, any such grant of security interest shall remain in full force and effect with respect to such other obligations, notwithstanding the early payoff of the Note pursuant to this letter.

By paying the above stated amounts, you agree to the terms of this letter and to an early payoff of the Note, and release BAPCC of any and all of its obligations under the Note.

If the Payoff Amount is not received by BAPCC in accordance with the terms of this letter, the Note shall continue in full force and effect in accordance with its terms and you shall promptly reimburse BAPCC for any out of pocket expenses may have incurred in connection with the proposed early payoff of the Note. Nothing contained in this letter shall be deemed a waiver of any rights and remedies BAPCC may have under the Note, other related documents and instruments or applicable law, all of which rights and remedies are expressly reserved. Any terms used herein and not defined herein shall have the meanings assigned to them in the Note.

If you should have any questions or if we may be of further service, please feel free to contact us at  
BALCPayoffs@bankofamerica.com.

Very truly yours,

**BANC OF AMERICA LEASING & CAPITAL, LLC,**

By Luke Smith  
Luke Smith  
Operations Consultant

**Please wire transfer the above amounts as follows.**

Bank: Bank of America  
ABA #: 0260-0959-3  
For the account of: Banc of America Leasing & Capital, LLC  
Account No.: 12334-01992  
Reference: Customer No. 2010284 /Schedule No(s). 0037  
Upon receipt Notify: Luke Smith

**Remit payment by check to:**

Banc of America Leasing & Capital, LLC  
PO Box 100918  
Atlanta, GA 30384-0918  
Ref: Customer No. 2010284 /Schedule No(s). 0037  
Upon receipt Notify: Luke Smith

**Remit payment by overnight(UPS, FedEX) to:**

Bank of America Lockbox Service  
Banc of America Leasing & Capital, LLC  
Lockbox 100918  
6000 Feldwood Road  
College Park, GA 30349  
Ref: Customer No. 2010284 /Schedule No(s). 0037  
Upon receipt Notify: Luke Smith



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
**Division of Highways**

1900 Kanawha Boulevard East • Building Five • Room 110  
Charleston, West Virginia 25305-0430 • (304) 558-3505

D. Alan Reed, P.E.  
State Highway Engineer

Jimmy Wriston, P. E.  
Deputy Secretary/  
Deputy Commissioner

May 18, 2022

MEMORANDUM

**TO:** Frank Whittaker, Assistant Director  
WV Purchasing Division

**FROM:** Kristy James, Procurement Officer  
WV DOT

A handwritten signature in cursive script, appearing to read "Kristy James".

**SUBJECT:** Early Pay Off Financing for Drills CDO DOT21\*32 & CDO DOT22\*24

WV Division of Highways is requesting permission to proceed with change orders against CDO DOT 21\* 32 and CDO DOT 22\*24 to pay off the remaining financed balance for the two Soilmech Drill purchases. Both drills are being paid off early because we have additional FY 2022 funds available.

Attached you will find the original Amortization Schedules for both CDOs. We are reducing each CDO down to the remaining balance. The balance on CDO DOT 21\*32 is reduced to \$972,391.61. The balance on CDO DOT 22\*24 is reduced to \$1,428,644.58. Both CDOs will have a remaining balance that will include some financing charges, once the payments have been processed, we will need to liquidate the remaining balance consisting of financing charges.

Please let me know if you have any questions. We have a limited amount of time to get these CDOs processed as the payoff quotes are only valid until 6/1/2022.

**AMORTIZATION SCHEDULE  
APPENDIX NO. 2017-37**

Payment Number	Date of Payment	Funding	Payment Amount	Interest Portion	Principal Portion	Ending Balance
	11/9/2020	1,380,000.00		0.8291%		1,380,000.00
1	1/1/2021		23,492.97	1,630.04	21,862.93	1,358,137.07
2	2/1/2021		23,492.97	925.51	22,567.46	1,335,569.61
3	3/1/2021		23,492.97	910.13	22,582.84	1,312,986.78
4	4/1/2021		23,492.97	894.74	22,598.23	1,290,388.55
5	5/1/2021		23,492.97	879.34	22,613.63	1,267,774.92
6	6/1/2021		23,492.97	863.93	22,629.04	1,245,145.88
7	7/1/2021		23,492.97	848.51	22,644.46	1,222,501.43
8	8/1/2021		23,492.97	833.08	22,659.89	1,199,841.54
9	9/1/2021		23,492.97	817.64	22,675.33	1,177,166.21
10	10/1/2021		23,492.97	802.19	22,690.78	1,154,475.42
11	11/1/2021		23,492.97	786.72	22,706.25	1,131,769.18
12	12/1/2021		23,492.97	771.25	22,721.72	1,109,047.46
13	1/1/2022		23,492.97	755.77	22,737.20	1,086,310.26
14	2/1/2022		23,492.97	740.27	22,752.70	1,063,557.56
15	3/1/2022		23,492.97	724.77	22,768.20	1,040,789.36
16	4/1/2022		23,492.97	709.25	22,783.72	1,018,005.64
17	5/1/2022		23,492.97	693.73	22,799.24	995,206.40
18	6/1/2022		23,492.97	678.19	22,814.78	972,391.61
19	7/1/2022		23,492.97	662.64	22,830.33	949,561.29
20	8/1/2022		23,492.97	647.08	22,845.89	926,715.40
21	9/1/2022		23,492.97	631.52	22,861.45	903,853.95
22	10/1/2022		23,492.97	615.94	22,877.03	880,976.91
23	11/1/2022		23,492.97	600.35	22,892.62	858,084.29
24	12/1/2022		23,492.97	584.75	22,908.22	835,176.07
25	1/1/2023		23,492.97	569.14	22,923.83	812,252.23
26	2/1/2023		23,492.97	553.51	22,939.46	789,312.78
27	3/1/2023		23,492.97	537.88	22,955.09	766,357.69
28	4/1/2023		23,492.97	522.24	22,970.73	743,386.96
29	5/1/2023		23,492.97	506.59	22,986.38	720,400.57
30	6/1/2023		23,492.97	490.92	23,002.05	697,398.53
31	7/1/2023		23,492.97	475.25	23,017.72	674,380.80
32	8/1/2023		23,492.97	459.56	23,033.41	651,347.39
33	9/1/2023		23,492.97	443.86	23,049.11	628,298.29
34	10/1/2023		23,492.97	428.16	23,064.81	605,233.48
35	11/1/2023		23,492.97	412.44	23,080.53	582,152.95
36	12/1/2023		23,492.97	396.71	23,096.26	559,056.69
37	1/1/2024		23,492.97	380.97	23,112.00	535,944.69
38	2/1/2024		23,492.97	365.22	23,127.75	512,816.94
39	3/1/2024		23,492.97	349.46	23,143.51	489,673.43
40	4/1/2024		23,492.97	333.69	23,159.28	466,514.16
41	5/1/2024		23,492.97	317.91	23,175.06	443,339.09
42	6/1/2024		23,492.97	302.12	23,190.85	420,148.24
43	7/1/2024		23,492.97	286.31	23,206.66	396,941.58
44	8/1/2024		23,492.97	270.50	23,222.47	373,719.11

**AMORTIZATION SCHEDULE  
APPENDIX NO. 2017-37**

Payment Number	Date of Payment	Funding	Payment Amount	Interest Portion 0.8291%	Principal Portion	Ending Balance
45	9/1/2024		23,492.97	254.67	23,238.30	350,480.81
46	10/1/2024		23,492.97	238.84	23,254.13	327,226.68
47	11/1/2024		23,492.97	222.99	23,269.98	303,956.70
48	12/1/2024		23,492.97	207.13	23,285.84	280,670.87
49	1/1/2025		23,492.97	191.26	23,301.71	257,369.16
50	2/1/2025		23,492.97	175.39	23,317.58	234,051.58
51	3/1/2025		23,492.97	159.50	23,333.47	210,718.10
52	4/1/2025		23,492.97	143.60	23,349.37	187,368.73
53	5/1/2025		23,492.97	127.68	23,365.29	164,003.44
54	6/1/2025		23,492.97	111.76	23,381.21	140,622.23
55	7/1/2025		23,492.97	95.83	23,397.14	117,225.09
56	8/1/2025		23,492.97	79.88	23,413.09	93,812.00
57	9/1/2025		23,492.97	63.93	23,429.04	70,382.96
58	10/1/2025		23,492.97	47.96	23,445.01	46,937.96
59	11/1/2025		23,492.97	31.99	23,460.98	23,476.97
60	12/1/2025		23,492.97	16.00	23,476.97	
	Total		1,409,578.20	29,578.20	1,380,000.00	