



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.

Order Number:	CDO 0803 0070 DOT2200000024 4	Procurement Folder:	968435
Document Name:	Finance the Purchase of Soilmecc Drill Rigs	Reason for Modification:	CHANGE ORDER 1 Pay Off of Balance
Document Description:	Contract #SWC FINANCE 21-Appendix 2101-08		
Procurement Type:	Central Delivery Order		
Buyer Name:	John W Estep		
Telephone:	304-558-2566		
Email:	john.w.estep@wv.gov		
Shipping Method:	Best Way	Master Agreement Number:	CMA 0212 FINANCE21 4
Free on Board:	FOB Dest, Freight Prepaid		

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	000000191232	Requestor Name:	Denise L Brown
BANC OF AMERICA PUBLIC CAPITAL CORP BANK OF AMERICA CENTER		Requestor Phone:	(304) 473-5328
RICHMOND VA 232193500		Requestor Email:	dee.l.brown@wv.gov
US			
Vendor Contact Phone:	804-788-3345 Extension:		
Discount Details:			
	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

22
 FILE LOCATION _____

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

Total Order Amount: \$1,548,621.44

Purchasing Division's File Copy

ENTERED

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

ENCUMBRANCE CERTIFICATION
 DATE: Beverly Tolen 5-24-22
 ELECTRONIC SIGNATURE ON FILE

Extended Description:

CHANGE ORDER 1
APPENDIX #2021-08
EFFECTIVE DATE: 12/3/2021
TO FINANCE THE PURCHASE OF SOILMEC SR 35 TRACK DRILL RIG EQUIPMENT. AMOUNT TO BE FINANCED \$1,581,188.00
WITH 60 MONTHLY PAYMENTS OF \$27,451.50
WITH THE FIRST PAYMENT DUE: 1/1/2021
THE FINAL PAYMENT WAS DUE: 12/1/2026- NOW THE FINAL PAYMENT WILL BE 06/01/2022
INTEREST RATE IS: 1.6445%%
FOR THE FOLLOWING: CDO 0803 0070 DOT2200000017

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	84101703	0.00000		\$0.0000	\$119,976.86
Service From	Service To	Manufacturer	Model No	Delivery Date	
2022-01-01	2022-06-01			2021-12-01	

Commodity Line Description: Financing Agreement- PRINCIPAL AND INTEREST PAYMENTS

Extended Description:

APPENDIX #2021-08

PRINCIPAL AND INTEREST PAYMENTS

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	84101703	0.00000		\$0.0000	\$1,428,644.58
Service From	Service To	Manufacturer	Model No	Delivery Date	
2022-01-01	2022-06-01			2021-12-01	

Commodity Line Description: Financing Agreement- REMAINING BALANCE

Extended Description:

APPENDIX #2021-08 - REMAINING BALANCE

BANK OF AMERICA 

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

May 2, 2022
Leasing customer
WEST VIRGINIA, STATE OF

RE: Customer No. 2010292 /Schedule No(s). 008

Dear Leasing customer

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

5/17/22 
Date Name

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

Principal			\$	1,428,644.58
Interest	6/1/22	thru	6/1/22	\$ -
Prepayment Fee			\$	-
Payoff Amount as of		6/1/22	\$	1,428,644.58
Per diem			\$	64.37
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. 2010292 /Schedule No(s). 008
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. 2010292 /Schedule No(s). 008
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. 2010292 /Schedule No(s). 008
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 Soilmec 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 2021-08

Payment Number	Date of Payment	Funding	Payment Amount	Interest Portion 1.6445%	Principal	Ending Balance
	12/3/2021	\$1,581,188.00				\$1,581,188.00
1	1/1/2022		\$27,451.50	\$1,994.72	\$25,456.78	\$1,555,731.22
2	2/1/2022		\$27,451.50	\$2,102.79	\$25,348.71	\$1,530,382.51
3	3/1/2022		\$27,451.50	\$2,068.53	\$25,382.97	\$1,504,999.53
4	4/1/2022		\$27,451.50	\$2,034.22	\$25,417.28	\$1,479,582.25
5	5/1/2022		\$27,451.50	\$1,999.86	\$25,451.64	\$1,454,130.62
6	6/1/2022		\$27,451.50	\$1,965.46	\$25,486.04	\$1,428,644.58
7	7/1/2022		\$27,451.50	\$1,931.01	\$25,520.49	\$1,403,124.09
8	8/1/2022		\$27,451.50	\$1,896.52	\$25,554.98	\$1,377,569.11
9	9/1/2022		\$27,451.50	\$1,861.98	\$25,589.52	\$1,351,979.59
10	10/1/2022		\$27,451.50	\$1,827.39	\$25,624.11	\$1,326,355.48
11	11/1/2022		\$27,451.50	\$1,792.76	\$25,658.74	\$1,300,696.74
12	12/1/2022		\$27,451.50	\$1,758.07	\$25,693.43	\$1,275,003.31
13	1/1/2023		\$27,451.50	\$1,723.35	\$25,728.15	\$1,249,275.16
14	2/1/2023		\$27,451.50	\$1,688.57	\$25,762.93	\$1,223,512.23
15	3/1/2023		\$27,451.50	\$1,653.75	\$25,797.75	\$1,197,714.48
16	4/1/2023		\$27,451.50	\$1,618.88	\$25,832.62	\$1,171,881.86
17	5/1/2023		\$27,451.50	\$1,583.96	\$25,867.54	\$1,146,014.32
18	6/1/2023		\$27,451.50	\$1,549.00	\$25,902.50	\$1,120,111.82
19	7/1/2023		\$27,451.50	\$1,513.99	\$25,937.51	\$1,094,174.31
20	8/1/2023		\$27,451.50	\$1,478.93	\$25,972.57	\$1,068,201.74
21	9/1/2023		\$27,451.50	\$1,443.82	\$26,007.68	\$1,042,194.06
22	10/1/2023		\$27,451.50	\$1,408.67	\$26,042.83	\$1,016,151.23
23	11/1/2023		\$27,451.50	\$1,373.47	\$26,078.03	\$990,073.21
24	12/1/2023		\$27,451.50	\$1,338.22	\$26,113.28	\$963,959.93
25	1/1/2024		\$27,451.50	\$1,302.93	\$26,148.57	\$937,811.36
26	2/1/2024		\$27,451.50	\$1,267.58	\$26,183.92	\$911,627.44
27	3/1/2024		\$27,451.50	\$1,232.19	\$26,219.31	\$885,408.13
28	4/1/2024		\$27,451.50	\$1,196.75	\$26,254.75	\$859,153.39
29	5/1/2024		\$27,451.50	\$1,161.27	\$26,290.23	\$832,863.15
30	6/1/2024		\$27,451.50	\$1,125.73	\$26,325.77	\$806,537.38
31	7/1/2024		\$27,451.50	\$1,090.15	\$26,361.35	\$780,176.03
32	8/1/2024		\$27,451.50	\$1,054.52	\$26,396.98	\$753,779.05
33	9/1/2024		\$27,451.50	\$1,018.84	\$26,432.66	\$727,346.39
34	10/1/2024		\$27,451.50	\$983.11	\$26,468.39	\$700,878.00
35	11/1/2024		\$27,451.50	\$947.34	\$26,504.16	\$674,373.84
36	12/1/2024		\$27,451.50	\$911.51	\$26,539.99	\$647,833.85
37	1/1/2025		\$27,451.50	\$875.64	\$26,575.86	\$621,257.98
38	2/1/2025		\$27,451.50	\$839.72	\$26,611.78	\$594,646.20
39	3/1/2025		\$27,451.50	\$803.75	\$26,647.75	\$567,998.45
40	4/1/2025		\$27,451.50	\$767.73	\$26,683.77	\$541,314.68
41	5/1/2025		\$27,451.50	\$731.66	\$26,719.84	\$514,594.84
42	6/1/2025		\$27,451.50	\$695.55	\$26,755.95	\$487,838.89
43	7/1/2025		\$27,451.50	\$659.38	\$26,792.12	\$461,046.77
44	8/1/2025		\$27,451.50	\$623.17	\$26,828.33	\$434,218.44
45	9/1/2025		\$27,451.50	\$586.91	\$26,864.59	\$407,353.85

46	10/1/2025	\$27,451.50	\$550.60	\$26,900.90	\$380,452.95
47	11/1/2025	\$27,451.50	\$514.24	\$26,937.26	\$353,515.68
48	12/1/2025	\$27,451.50	\$477.83	\$26,973.67	\$326,542.01
49	1/1/2026	\$27,451.50	\$441.37	\$27,010.13	\$299,531.87
50	2/1/2026	\$27,451.50	\$404.86	\$27,046.64	\$272,485.23
51	3/1/2026	\$27,451.50	\$368.30	\$27,083.20	\$245,402.04
52	4/1/2026	\$27,451.50	\$331.70	\$27,119.80	\$218,282.23
53	5/1/2026	\$27,451.50	\$295.04	\$27,156.46	\$191,125.77
54	6/1/2026	\$27,451.50	\$258.33	\$27,193.17	\$163,932.60
55	7/1/2026	\$27,451.50	\$221.58	\$27,229.92	\$136,702.68
56	8/1/2026	\$27,451.50	\$184.77	\$27,266.73	\$109,435.96
57	9/1/2026	\$27,451.50	\$147.92	\$27,303.58	\$82,132.37
58	10/1/2026	\$27,451.50	\$111.01	\$27,340.49	\$54,791.89
59	11/1/2026	\$27,451.50	\$74.06	\$27,377.44	\$27,414.45
60	12/1/2026	\$27,451.50	\$37.05	\$27,414.45	\$0.00
	Total	\$1,647,090.00	\$65,902.00	\$1,581,188.00	