

# HENDERSON COUNTY **RIVERPORT**

**New Electric Material Handler (Final Lump Sum Payment)**



**KYTC – Kentucky Public Riverport Construction and  
Maintenance Grant Application**

**Submitted June 3, 2025**

**Bernard Weithman**

**Executive Director**

## KENTUCKY PUBLIC RIVERPORT CONSTRUCTION AND MAINTENANCE (KPRCM) APPLICATION

**INSTRUCTIONS:** A guidance document is provided to assist in completing the application packet and may be accessed at <https://transportation.ky.gov/MultimodalFreight/Pages/KPRCM.aspx>  
See the guidance document for required attachments and acceptable methods of submittal.

### SECTION 1: APPLICANT INFORMATION

<b>PUBLIC RIVERPORT NAME</b>		<b>TOTAL PROJECT COST</b>	<b>KPRCM FUND REQUEST</b>
Henderson County Riverport Authority		\$2,042,046.35	\$750,000.00
<b>STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>
6200 Riverport Rd.	Henderson	KY	42420
<b>CONTACT NAME &amp; TITLE</b>	<b>PHONE</b>	<b>EMAIL</b>	
Bernard Weithman II	270 826-1636	ben.weithman@hendersonport.com	

### SECTION 2: PROJECT DESCRIPTION

<b>PROJECT TITLE</b>	<b>DURATION</b>
Final Lup-sum Payment for New Electric Material Handler	12 months weeks
<b>FACILITIES AFFECTED BY THE PROPOSED PROJECT</b>	
<input checked="" type="checkbox"/> Owned by Riverport Authority <input type="checkbox"/> Leased to:	

**Briefly describe how the project will improve public riverport facilities and infrastructure, to capture the economic and trade potential offered by water transportation.:** (Text limited for accurate printing. Attach additional pages as needed.)

The secondary (Coal) dock at the Henderson County Riverport has for the better part of a decade housed a grain belt delivery system. This mobile conveyor system is slated for removal in the Fall of 2024. In order to facilitate usage of this dock, a material handler is needed to load and unload bulk products such as fertilizer, aggregates, grains and scrap metal. Additionally, the material handler will backup and supplement the 40+ year old 125-ton cable crane that is located on the main dock. Given the time sensitive nature of moving the commodities arriving and departing the riverport and the age of the 125-ton crane, it is imperative the riverport make arrangements to ensure we have the ability to load and unload at all times. Adding the material handler will allow the riverport to better utilize its infrastructure to maintain and grow tonnage through the port.

**Select ONE:**    ☐ Applicant plans to use their own manpower, equipment, or materials on the project (Force Account).  
☒ Applicant plans to competitively bid out all work related to the project.

<b>TRAFFIC</b>	<b>CURRENT</b>	<b>AFTER PROJECT</b>
Trucks per day		
Train cars per week	5 (average)	9 (average)
Barges per week	1.5 (average)	3 (average)

#### FOR KYTC USE ONLY

<b>Date Received:</b> _____	<b>WTAB Approval</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Notification of Award:</b> _____  <b>MOA #:</b> _____  <b>Notice to Proceed:</b> _____
<b>Application Complete?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Sec. Approval</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Eligible Applicant?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Award Amount:</b> _____	
<b>Permits Needed?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Award Date:</b> _____	





KENTUCKY TRANSPORTATION CABINET  
Department of Highways  
DIVISION OF PLANNING

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**KENTUCKY PUBLIC RIVERPORT CONSTRUCTION AND MAINTENANCE (KPRCM) APPLICATION**

**SECTION 3: PERMITS AND APPROVALS**

	YES	NO
Has the applicant consulted with state and federal agencies (US Army Corps of Engineers, US Coast Guard, US Fish & Wildlife Service, KY Division of Water, KY Heritage Council, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has state and federal agency consultation determined permits are needed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Have all required permits (environmental, encroachment, etc.) been obtained?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**SECTION 4: SUBMISSION CHECKLIST** *(See guidance document for details.)*

- ☒ Kentucky Public Riverport Construction and Maintenance Application
- ☒ Statement of Work
- ☒ Scope of Work
- ☒ Purchase quote or cost estimate for the project
- ☒ Project Schedule/Timeline
- ☒ Maps, aerial photos, drawings, and photographs, as needed
- ☐ Engineering plans, schematics, details, drawings of the proposed project, as needed
- ☐ Copies of all correspondence or evidence of consultation that has occurred with state and federal agencies, if applicab
- ☒ Required Affidavit for Bidders, Offerors and Contractors from applicant

**SECTION 5: CERTIFICATION**

I have read the Kentucky Public Riverport Construction and Maintenance Project Guidance Document and understand and agree to abide by what is stated therein. I agree that incomplete applications, applications missing any of the above required supporting documents, or applications received after the deadline, will be deemed ineligible by Division staff without consideration for KPRCM funds and returned to applicant. I also hereby certify, subject to the provision of KRS 523.100 (unsworn falsification to authorities), that the above information is true and correct to the best of my knowledge.

PRINTED NAME & TITLE	SIGNATURE	DATE
Bernard Weithman II, Executive Director		6/3/2025

Completed applications and all required attachments must be submitted electronically in PDF format. Paper copies will not be accepted. Emailed applications must be received by the Division by date indicated in call for projects. PDF copies shall be sent via email to: [KYTC.ModalPrograms@ky.gov](mailto:KYTC.ModalPrograms@ky.gov)

### **Statement of Work**

Henderson County Riverport Authority is submitting this application to secure the final lump-sum payment for the purchase of a Sennebogen 865R-HD (Electric). The secondary (Coal) dock at the Henderson County Riverport has for the better part of a decade housed a grain belt delivery system. This mobile conveyor system is slated for removal in the Fall of 2024. To facilitate usage of this dock, a material handler is needed to load and unload bulk products such as fertilizer, aggregates, grains, and scrap metal. Additionally, the material handler will backup and supplement the 40+ year old 125-ton cable crane that is located on the main dock. Given the time sensitive nature of moving the commodities arriving and departing the riverport and the age of the 125-ton crane, it is imperative the riverport procure this piece of equipment to ensure we can always load and unload. The location of the Material handler to our rail spur will also increase our capacity to unload and load railcars, something we struggle with today with only one slot for railcars needing a crane to unload or load. Adding the material handler will allow the riverport to better utilize its infrastructure to maintain and grow tonnage through the port. Specific work to be done:

### **Scope of Work / Project Cost Estimate:**

Initiate the final lump-sum payment towards the purchase of a new Sennebogen 865R-HD (Electric) by placing the final lump-sum payment of \$750,000.00. The purchase price is \$2,042,046.35 with a completion date of October 18, 2025.





Michael Peirce  
12/19/2024 | 12:17 PM EST  
PURCHASE CONTRACT

Date: 12/17/24

Henderson County Riverport 6200 Riverport Road Henderson KY 42420  
NAME OF BUYER ADDRESS CITY STATE ZIP CODE

Buyer hereby orders and Seller hereby agrees to sell, subject to all the terms, conditions and agreements contained herein, the following described equipment:

Equipment Ordered: include make, model and serial number 1 Sennebogen Electric 865 Material Handler, 1 Winkle 63" ELDSA Winkle Magnet and 1 Bateman BCS2-500MD 5yd Clam Shell Bucket per the specs and terms of the quote (Exhibit A) attached.		
*Estimated delivery date is 10-12 months from receipt of the 25% down payment.		
Trade-In: N/A		\$ 2,042,046.35
Warranty Provisions (see Warranty Limitations below): Sennebogen 36 months / 3,000 hours		( )
Other: Payment terms: twenty-five (25%) non-refundable down payment is due at contract signing and the remaining seventy-five (75%) is due net 10 days from receipt of invoice.		
Sales Tax Jurisdiction:	Sales Tax	
Purchase Order Number:	Type of Sales Tax Exemption:	Total \$ 2,042,046.35
F.O.B. Point Henderson, KY		Estimated Delivery Date: *See above

TERMS OF PAYMENT:

- ☐ Cash prior to delivery  
☐ Net 10 days from invoice date. If not paid on due date, 1 1/2% per month service charge applies. Seller retains title to equipment until full purchase price is paid.  
☐ Installment Purchase: \_\_\_\_\_ Months, \_\_\_\_\_ Interest Rate, \_\_\_\_\_ Down Payment  
Buyer hereby agrees to execute a Security Agreement evidencing the indebtedness according to these Installment Purchase Terms.  
☐ Lease: \_\_\_\_\_ Months (Buyer hereby agrees to execute a Lease Agreement.)  
☐ Special Order Equipment: The equipment ordered by Buyer is a special order. To bind this contract, Buyer agrees to pay Seller a down payment equal to 10% of the purchase price within 20 days of this Contract (Seller will order equipment when down payment is received from Buyer).

Buyer warrants that the trade-in equipment, if any, described above, is traded by Buyer to Seller, free and clear of any lien or encumbrance of any kind, except as noted hereinafter: \_\_\_\_\_

1. **WARRANTY LIMITATIONS:** Seller is not the manufacturer of the equipment or the agent of the manufacturer. Seller makes no warranty against patent or latent defects in material or workmanship, or that equipment will meet the requirements of any laws, rules, specifications or contracts which provide for specific machinery or apparatus or special methods. No representation or warranty is made as to the year of manufacture or capacity of any equipment. SELLER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES SET FORTH IN THIS CONTRACT ARE EXCLUSIVE. THE LIABILITY OF SELLER ARISING OUT OF OR RELATED TO THIS CONTRACT OR THE EQUIPMENT, WHETHER SUCH LIABILITY IS ASSERTED IN TORT, UNDER ANY ALLEGED BREACH OF WARRANTY, BREACH OF CONTRACT OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE GOODS ON WHICH SUCH LIABILITY IS BASED. IN NO EVENT SHALL SELLER BE LIABLE FOR LOST PROFITS OR SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES.

**NEW EQUIPMENT:** With respect to new equipment (i.e., equipment which has not heretofore been sold or rented to a user), any warranty referred to in the Warranty Provisions section above is made solely by the manufacturer and is not made by Seller. Any such warranty is subject to all the terms and conditions of the manufacturer's written warranty. Buyer acknowledges receipt of a copy of the manufacturer's warranty.

**USED EQUIPMENT:** Used equipment is sold on an "As is-where is" basis and carries no warranty of any kind unless specifically provided for in the Warranty Provisions section above. If the manufacturer's warranty is still in effect, Buyer acknowledges receipt of a copy thereof. Any warranty made by Seller is limited solely to a warranty to make necessary repairs, or, at Seller's option, replacing within a reasonable time, any item which fails to comply with the warranty.

THE UNDERSIGNED HEREBY AGREE TO ALL TERMS AND PROVISIONS ON THE TWO PAGES OF THIS CONTRACT. THE TERMS AND PROVISIONS ON PAGE 2 BEING INCORPORATED HEREIN BY REFERENCE. THIS CONTRACT WILL NOT BECOME EFFECTIVE UNTIL APPROVED BY AN AUTHORIZED REPRESENTATIVE OF THE SELLER.

For Buyer:

Company Henderson County Riverport Authority  
By X BERNARD WEITHMAN  
Title Executive Director  
Date 12/19/2024 | 12:14 PM EST  
Witness \_\_\_\_\_  
(Sales Representative)

For Seller:

BRANDEIS MACHINERY & SUPPLY COMPANY  
Approved By Brian Logsdon  
Title Credit Manager  
Date 12/19/2024 | 12:19 PM EST

### Project Schedule/Timeline:

The project timeline for the delivery of the Material Handler is October 18, 2025.

### Maps, aerial photos, drawings, and photographs

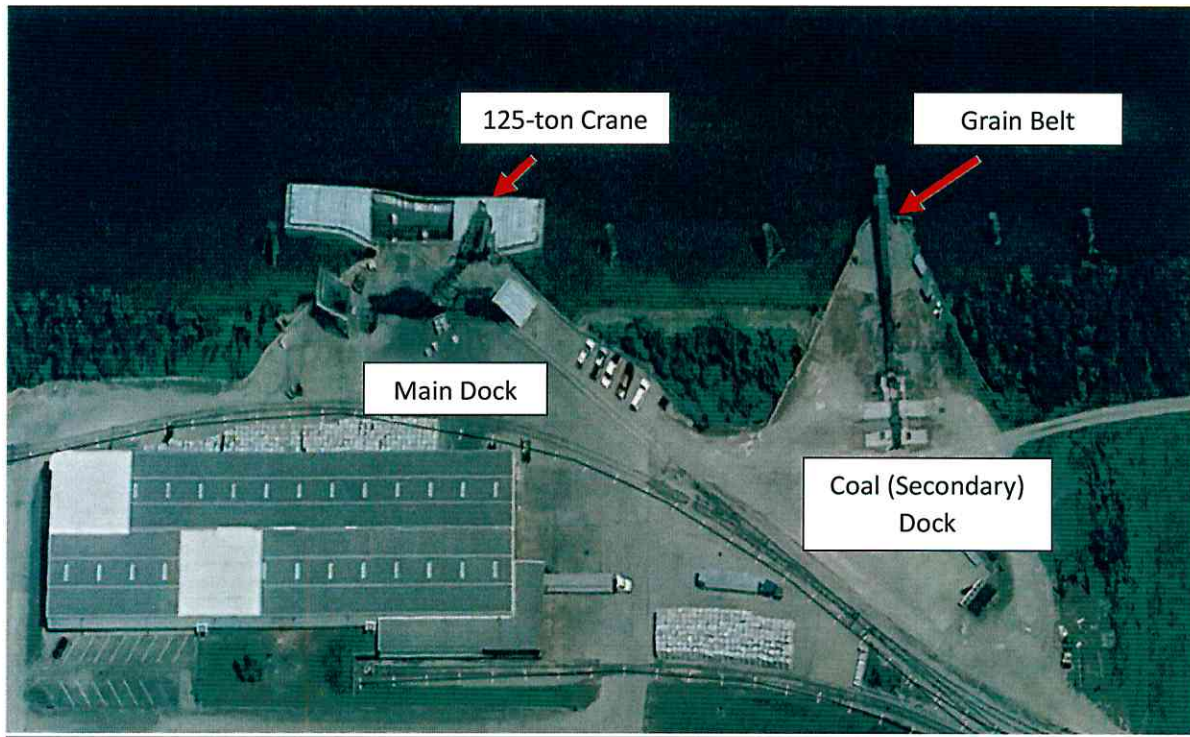


Green Hybrid 865 R-HD  
E-Series





Maps, aerial photos, drawings, and photographs (continued)



Main Dock/125-Ton Crane



Secondary Dock/Grain Belt





**Required Affidavit for Bidders, Offerors  
and Contractors  
(KRS 45A.110 & 45A.115)**

**Affidavit Effective for One (1) Year from Date of Execution**

**Instructions:** Pursuant to [KRS 45A.110](#) and [45A.115](#), a bidder, offeror, or contractor ("Contractor") is required to submit a Required Affidavit for Bidders, Offerors, and Contractors to be awarded a contract, or for the renewal of a contract. An authorized representative of the contracting party must complete the attestation below, have the attestation notarized, and return the completed affidavit to the Commonwealth.

**Attestation**

As a duly authorized representative for the Contractor, I swear and affirm under penalty of perjury, that that the Contractor has not knowingly violated campaign finance laws of the Commonwealth of Kentucky and that the award of a contract will not violate any provision of the campaign finance laws of the Commonwealth. For purposes of this attestation, "Knowingly" means that the bidder or offeror is aware or should have been aware of the existence of a violation. The bidder or offer understands that the Commonwealth retains the right to request an updated affidavit at any time.

Bernard J. Weithman  
Signature

Bernard J. Weithman  
Printed Name

EXECUTIVE DIRECTOR  
Title

5/27/2025  
Date

Bidder or Offeror Name:

HENDERSON County Riverport Authority

Address:

6200 Riverport RD  
HENDERSON, KY 42420

Commonwealth of Kentucky Vendor Code (If known): \_\_\_\_\_

Subscribed and sworn to before me this 27<sup>th</sup> day of May, 2025.

State of: KENTUCKY

Notary: Shirley M. Spivey KYNP8032

County of: HENDERSON

My Commission Expires: June 2, 2028