

HENDERSON COUNTY **RIVERPORT**

New Electric Material Handler (Lump Sum Payment)

Priority #1



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

Submitted February 14, 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

PUBLIC RIVERPORT NAME	TOTAL PROJECT COST	KPRCM FUND REQUEST	
Henderson County Riverport Authority	\$2,042,046.35	\$204,000.00	
STREET ADDRESS	CITY	STATE	ZIP
6200 Riverport Rd.	Henderson	KY	42420
CONTACT NAME & TITLE	PHONE	EMAIL	
Bernard Weithman II	270 826-1636	ben.weithman@hendersonport.com	

SECTION 2: PROJECT DESCRIPTION

PROJECT TITLE	DURATION
Lup-sum Payment for New Electric Material Handler	12 months weeks
FACILITIES AFFECTED BY THE PROPOSED PROJECT	
<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. 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.

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.

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

FOR KYTC USE ONLY

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



KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PLANNING

TC 59-113

Rev. 04/2024

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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 applicable
- ☒ 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		2/3/2025

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

Statement of Work

Henderson County Riverport Authority is submitting this application to secure a lump-sum payment for the purchase 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 a lump-sum payment towards the purchase of a new Sennebogen 865R-HD (Electric) by placing a lump-sum payment of \$204,000.00. The purchase price is \$2,042,046.35 with a completion date of the 3rd quarter fiscal year 2026.



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

BERNARD WEITHMAN
E0E2A00011A0407

Title Executive Director

Date 12/19/2024 | 12:14 PM EST

Witness

(Sales Representative)

For Seller:

BRANDEIS MACHINERY & SUPPLY COMPANY

Approved By Brian Logsdon

Brian Logsdon
D40CSA1B50CC40B...

Title Credit Manager

Date 12/19/2024 | 12:19 PM EST

Terms and Provisions (continuation)

2. **INDEMNITIES:** Buyer agrees at its sole cost and expense, to indemnify, defend, protect and save Seller and keep it harmless from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, costs, expenses and disbursements of any nature, including attorneys fees, in any way relating to or arising out of this contract or the selection, manufacture, purchase, acceptance, ownership, delivery, lease, possession, use, operation, condition, servicing, maintenance, repair, improvement, alteration, replacement, storage, return or other disposition of the equipment under this contract, including without limitation all tort and worker's compensation claims of any kind, including claims for injury or damage to property or injury or death to any person. The indemnities arising under this paragraph shall survive payment of all other obligations under this contract.

3. **BUYER'S CANCELLATION:** If Buyer refuses to receive and/or pay for said equipment as herein provided, the Seller may retain as liquidated damages all monies paid or equipment traded on account of said equipment, not exceeding 25% of the purchase price, and in such case any trade-in equipment taken by the Seller in part payment shall be accounted for at the price at which resold, less expense of reconditioning, handling and selling. Furthermore, if no monies or equipment have been previously paid as a deposit on said equipment, and Buyer refuses to receive and pay for said equipment, Buyer agrees to pay a cash cancellation charge equal to 10% of the purchase price. For special order equipment, Buyer agrees to pay a cash cancellation charge equal to 25% of the purchase price.

4. **EXTENSION OF CREDIT:** Seller specifically reserves the right to withdraw, at any time prior to delivery, any extension of credit proposed herein in the event there is a change in the credit worthiness of Buyer which, in good faith judgment of Seller, is likely to impair the prospect of payment or performance of Buyer's obligations.

5. **TAXES:** Buyer agrees to reimburse Seller for any and all sales or excise taxes, whether imposed by federal, state or local laws, which Seller may be required to pay or reimburse to others by reason of the manufacture, purchase or sale of any equipment delivered under this agreement. If sales tax was not collected on this sale, Buyer represents and agrees a) it holds a currently valid registration for the sales tax exemption certificate presented to Seller, b) the goods will be used in the exempt nature contemplated by the certificate and, c) should taxing authorities subsequently rule the sale is taxable, upon receiving notice, Buyer will promptly remit payment of the sales tax to Seller or to the taxing authority if Seller assigned such rights under this contract.

6. **PRICE CHANGES:** The cash selling price quoted herein will be subject to adjustment to conform to Seller's regular cash selling price of equipment covered by this order in effect at the time of delivery. If the price adjustment results in an increase in price, the Buyer shall have the privilege of accepting delivery at the increased price or canceling this order by giving written notice of such cancellation to Seller within five (5) days after notice of such price increase is given to Buyer. If the price of the equipment covered by this order is increased as provided above and the Buyer does not exercise the privilege or option to cancel this order, a new order shall be written to reflect such price increase and shall supersede this order.

7. **OPERATIONS & SAFETY:** Buyer agrees that it will not allow the equipment to be operated until Buyer has received and reviewed the Operations and Maintenance Manual and Safety Manual for the equipment purchased. Also, Buyer agrees that, prior to operating the equipment, Buyer and its operator(s) and employee(s) shall possess sufficient knowledge to operate the equipment in a safe and proper manner.

8. **SHIPMENT:** Seller will not be liable for delays in shipment, or delay occasioned by strikes, fires or accidents, or other delays that are unavoidable or beyond Seller's reasonable control.

9. **NO ORAL AGREEMENT OR MODIFICATION:** This contract contains the entire understanding of the parties with respect to its subject and supersedes all prior discussions, agreements and understandings, written or oral, between the parties with respect to the subject matter hereof. This contract may be amended only by a written instrument duly executed by the parties, which, in the case of Seller, shall require written approval by an officer at Seller's home office. Any provision of this contract may be waived only by a written instrument executed by the party to be charged with such waiver.

10. **GOVERNING LAW:** This contract will be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky (without giving effect to its laws regarding conflicts of laws).

11. **WAIVER:** The waiver by any party of a breach of any provision of this contract will not operate or be construed as a waiver of any subsequent breach. No delay or failure by a party to exercise any right under this contract, and no partial or single exercise of that right shall constitute a waiver of that or any other right, unless otherwise expressly provided in such waiver.

12. **TRADED EQUIPMENT:** Title for traded equipment passes from Buyer to Seller at the earlier of payment by Buyer for net purchase price or the date Seller takes physical possession of traded equipment. Buyer warrants clear and unencumbered title to the traded equipment and agrees to hold Seller harmless against any liens not disclosed on the first page of this contract.

13. **ATTORNEY FEES:** If there is any litigation between the parties arising out of or related to this contract or the transactions contemplated by this contract, the prevailing party will be entitled to recover all reasonable costs and expenses including, without limitation, reasonable fees and other expenses of attorneys.

14. **BUYER ASSIGNMENT:** This contract can be assigned by Buyer only with the written consent of Seller, in which event the original Buyer will remain obligated for the performance of its obligations under this contract.

15. **SALE OF BUSINESS:** If Buyer intends to sell a majority of its assets or business, Buyer shall notify Seller at least ten days prior to the closing and shall require the purchaser to enter into an agreement satisfactory to Seller providing for the assumption of this Contract by such purchaser.

16. **SELLER ASSIGNMENT:** If the equipment purchased herein is from Seller's Certified Rental® fleet, notice is hereby given that the rights (but not the obligations) to sell the equipment described in this contract have been assigned to Bramco Certified Rental LLC for purposes of conducting a like-kind exchange.

Project Schedule/Timeline:

The project timeline for the lump-sum payment is April/May 2025.

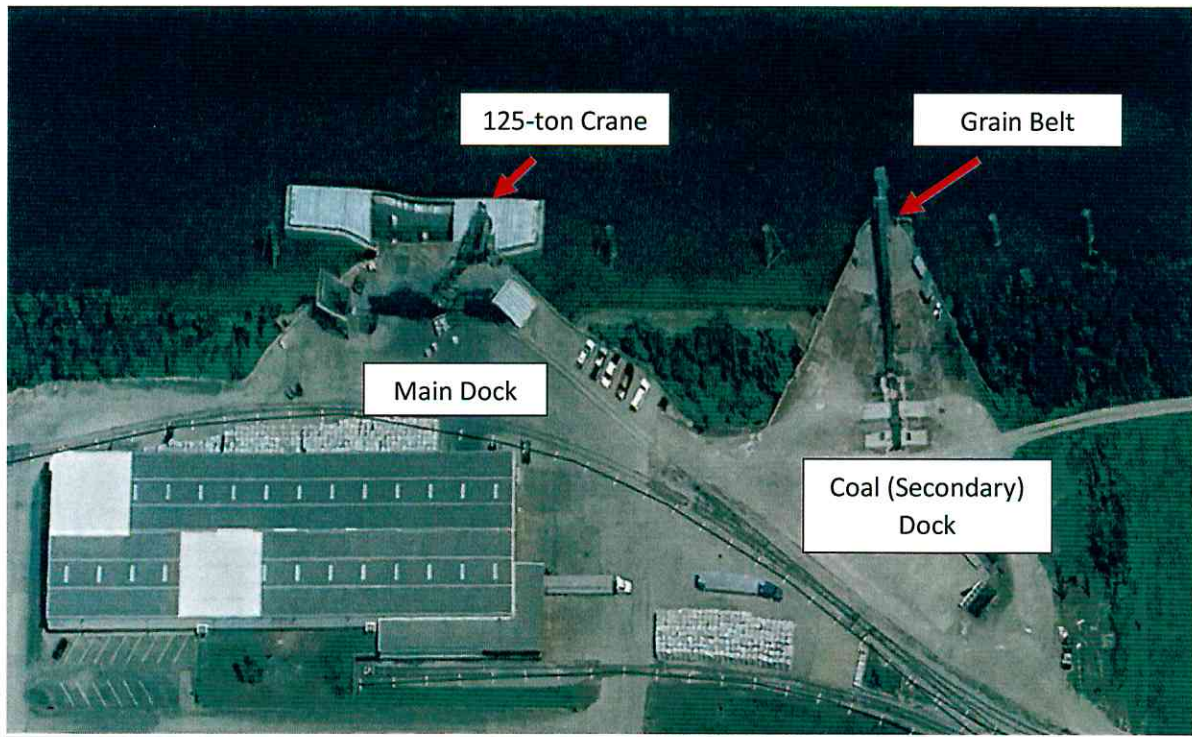
Maps, aerial photos, drawings, and photographs



Green Hybrid 865 R-HD
E-Series



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



Main Dock/125-Ton Crane



Secondary Dock/Grain Belt





Rev. 9-16-22

**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 V. Weithman
Signature

Bernard V. Weithman
Printed Name

Executive Director
Title

2/3/2025
Date

Bidder or Offeror Name: Henderson County Riverport Authority
Address: 6200 Riverport Dr.
Henderson, KY 42420

Commonwealth of Kentucky Vendor Code (If known): _____

Subscribed and sworn to before me this 3rd day of February, 2025.

State of: Kentucky

Notary: Jessica L. Greenwood-Markle

County of: Henderson

My Commission Expires: 4/17/28 KYNP#6219

