



KURT WIESEN
DEPUTY JUDGE

HENDERSON COUNTY FISCAL COURT

20 North Main Street, Suite 300
Henderson, Kentucky 42420
PHONE 270-826-3971

BRAD SCHNEIDER
HENDERSON COUNTY JUDGE/EXECUTIVE
bschneider@hendersoncountky.gov



ANGELA COMER
FISCAL COURT CLERK
HUMAN RESOURCE SPECIALIST

Notice to Bid **Henderson County Ditching Projects**

The Henderson County Fiscal Court will receive written sealed bids for county ditching projects to include Melody Lane Creek, Wilson Creek and Cash Creek. Sealed Bids must be submitted to the Henderson County Judge-Executive's Office, Suite 300, 20 N. Main St., Henderson, KY by 9 a.m. on Tuesday March 10, 2026 and will be publicly opened at the regular meeting of the Henderson County Fiscal Court at 9:30 a.m.

Bid packages are available at the Judge-Executive's office, 20 N. Main St, Suite 300, Henderson, KY during regular business hours, Monday – Friday 8:00am – 4:30pm or may be requested by calling 270-826-3971 or email: kwiesen@hendersoncountky.gov. They may also be accessed at www.hendersoncountky.gov.

Bid awards will be made on the basis of best value for each individual project. The Henderson County Fiscal Court reserves the right to accept or reject any and or all bids if, in its judgement, the best interest of the county will be served.

Conflicts of interest, gratuities and kickbacks as defined by KRS 44A.455 are absolutely prohibited. The provisions of these statutes shall be noted and acknowledged by the users of this procurement document. All bids must be in accordance with the provisions and shall be submitted along with a signed Non-Collusive Agreement.

Henderson County does abide by the Residential Bidder Preference per KRS 45A.494. Prior to a contract being awarded to the lowest responsible and responsive bidder, a resident bidder of Kentucky shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder. In the case of a tie bid, preference will go to the resident bidder.

Brad Schneider
Henderson County Judge-Executive.



Henderson County Fiscal Court
 20 N. Main St, Suite 300
 Henderson, KY 42420
 Issued: 26 February, 2026

Invitation for Bid / Proposal and Contract: Henderson County Ditching Projects

PROPOSALS SHALL BE ACCEPTED UNTIL: **TUESDAY, March 10, 2026, @ 9:00 A.M. LOCAL TIME.** PROPOSALS WILL BE OPENED IN THE FISCAL COURTROOM, 3RD FLOOR, HENDERSON COUNTY COURTHOUSE, AT THE FISCAL COURT MEETING SCHEDULED TO BEGIN AT 9:30 A.M. ON March 10, 2026

SPECIFICATION CONTACT

Nick Stallings
 Henderson County Engineer
 (270) 826-8843
nstallings@hendersoncountky.gov

CONTRACT CONTACT

Kurt Wiesen
 Henderson County Judge / Executive
 (270)826-3971
kwiesen@hendersoncountky.gov

[SAMPLE ENVELOPE]

MAIL OR HAND-DELIVER ONE (1) ENVELOPE CONTAINING TWO (2) COMPLETE COPIES WITH VENDOR AND BID INFORMATION AS SHOWN IN EXAMPLE

Vendor Name	
Vendor Address	
Contact Number	Henderson County Fiscal Court 20 N. Main St., Suite 300 Henderson, KY 42420
SEALED BID: Ditching Projects	

CONTRACT TERMS

AGREEMENT: *Upon and Subject to Approval of Henderson County Fiscal Court*

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. By signing and submitting this bid/proposal, the Vendor acknowledges that they have read, understand and agree to all aspects of the specifications and bid requirements as presented without reservation or alteration and that said specifications and bid requirements are specifically incorporated into this agreement. This Proposal, if accepted, will constitute an Agreement and Contract with Henderson County, Kentucky, upon approval by Henderson County Fiscal Court. Prices are firm during this agreement term, unless agreed upon in writing by the County.

_____	_____
Company Name	Authorized Agent
_____	_____
Signature	Title
_____	_____
Address	City/State/ZIP Code
_____	_____
E-mail Address	Phone Number
_____	_____
Date	Federal ID

HENDERSON COUNTY FISCAL COURT
REQUEST FOR BIDS/PROPOSALS: TERMS AND CONDITIONS

1.0 GENERAL

1.1 AUTHORITY:

This Request for Bids/Proposals is issued pursuant to applicable provisions of the Henderson County Administrative Code.

1.2 BID/PROPOSAL OPENING:

Sealed bids/proposals will be received at the Henderson County Fiscal Court until the date and time specified at which time they shall be opened in public. Late bids/proposals shall be rejected and returned unopened to the sender. Henderson County does not prescribe the method by which bids/proposals are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids/proposals. **Facsimile bids/proposals will not be accepted.**

1.3 BID/PROPOSAL PREPARATION:

Bids/Proposals must be submitted on the bid/proposal form when provided and all information and certifications called for must be furnished. Bids/Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids/proposals. Bids/Proposals shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed by a person or persons legally authorized to bind the bidder/offeror to a contract. Name of person signing should be typed or printed below the signature.

1.4 BID/PROPOSAL ENVELOPES:

Envelopes containing bids/proposals must be sealed and addressed to the Henderson County Fiscal Court. The title of the bid/proposal as specified in the RFB/RFP document must be shown on the outside of the envelope.

1.5 ERRORS IN BIDS/PROPOSALS:

Bidders/Offerors are cautioned to verify their bids/proposals including required forms before submission. Negligence on the part of the bidder/offeror in preparing the bid/proposal confers no right for withdrawal or modification of the bid/proposal after it has been opened. Non Receipt of any required forms or copies may result in the bid being rejected.

1.6 RESERVED RIGHTS:

Henderson County reserves the right at any time and for any reason to cancel this Request for Bids/Proposals, accept or reject any or all bids/proposals or any portion thereof, or to accept an alternate bid/proposal. Henderson County may seek clarification from any bidder/offeror at any time and failure to respond promptly is cause for rejection.

1.7 INCURRED COSTS:

Henderson County will not be liable for any costs incurred by bidders/offers in replying to this Request for Bids/Proposals.

1.8 AWARD:

It is the intent of Henderson County to award a contract to the lowest responsible bidder/offeror meeting specifications for each project listed. Henderson County reserves the right to determine the lowest responsible bid/offer on the basis of an individual item, groups of items, or in any way determined to be in the best interests of Henderson County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid/proposal specifications; (b) price; (c) qualifications of the bidder/offeror, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities. By bidding and accepting a Contract, Vendors agree to treat Henderson County as a preferred and priority customer. Failure to do so may be cause for Contract cancellation.

1.9 PRICING:

Each project listed is a separate line. The price quoted will be for each project.

1.10 OCCUPATIONAL LICENSES:

All Bidders/Offerors must have or obtain a Henderson County Occupational License prior to performing any work in Henderson County. Henderson County shall have the right to reject any bids/offers from Bidders/Offerors that are not in compliance with Henderson County Ordinances.

1.11 TAXES:

Henderson County is exempt from state and local taxes.

1.12 INDEMNIFICATION:

The Seller shall indemnify and hold harmless Henderson County, its agents, officials, and employees from and against all injuries, losses, claims, suits, costs and expenses which may accrue against Henderson County as a consequence of granting the Contract.

1.13 DEFAULT:

If the awarded contractor is unable to perform the work within the allotted time once contacted, the next highest bidder will be offered the opportunity to perform the work of that specific job.

1.14 LIABILITY INSURANCE:

Liability Insurance in the amount of \$1,000,000.00 must be maintained throughout the life of the contract. A Certificate of Insurance naming Henderson County as co-insured must be submitted prior to execution of the Contract. The policy must provide that Henderson County (as co-insured) shall be given at least a 10 day advance written notice of any proposed cancellation or termination of the policy.

2.0 SCOPE OF CONTRACT

2.1 CHANGES AND MODIFICATION TO THE CONTRACT

During the period of the contract, a modification shall not be permitted in any of its conditions and specifications, unless the contractor receives electronic or written approval from the Henderson County Judge/Executive. If the contractor finds at any time that existing conditions make modification in requirements necessary, the contractor shall report the matter promptly to the Henderson County Engineer for consideration and decision.

2.2 NOTICES

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing. After the Award, all programmatic communications are to be made to the Agency Contact Person listed below.

Nick Stallings
Henderson County Fiscal Court
Phone: 270-826-8843
E-mail: nstallings@hendersoncountyky.gov

2.3 INVOICES

Invoices shall be prepared and transmitted to the Henderson County Treasurer, 20 N. Main St, Suite 305, Henderson, KY 42420. One copy shall be marked "original" unless otherwise specified. Each invoice shall contain at least the following information:

- i. Location of work completed
- ii. Description of work completed

2.4 PAYMENTS

The Vendor shall be paid upon the submission of complete proper invoices. **All work completed must be accepted and verified by either a member of the Drainage Advisory Board or the Drainage Committee before payment will be made. If written approval is obtained from the land owner to allow tree material to be stacked and burner/removed at a later date (i.e. after harvest), the payment will be made less a 15% retainage until the project is fully complete.**

Invoices will be paid within 30 days of the receipt of correct invoice.

2.5 SUBCONTRACTS

Subcontracting is not authorized.

2.6 SERVICE PERFORMANCE

All services performed under contract shall be in accordance with the terms and conditions of the contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.

The relationship between the County and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the County for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

2.7 BID PRICING

Bidder shall submit the attached labeled bid form as their official bid.

2.8 TERM OF CONTRACT

The term of this contract shall be from March 25, 2026 to May 31, 2026. Either the Bidder or the County may cancel this contract with a thirty (30) day written notice.

2.9 SUBMITTING THE BID

Sealed Bids are due in the Henderson County Fiscal Court, 20 N. Main St, Suite 300, Henderson, KY 42420 by 9:00 A.M., Tuesday March 10, 2026. Bidders shall submit an executed original of the Bid Form and one (1) complete copy. All bids must be returned in a sealed envelope and must be clearly marked on the outside of the envelope as "Ditching Projects". Bids not so marked may be rejected at the discretion of the Fiscal Court. Facsimile bids will not be accepted. Opening of the bids will be at 9:30 A.M., Tuesday, March 10, 2026 at the same location as stated above. The County is not responsible for the delivery of mail or other services, therefore only the bids/proposals received in the Judge Executive's Office prior to the opening will be considered.

2.10 ADDITIONAL DOCUMENTS

The following documents are included in this package which may or may not be required to be returned with the bid.

Bid form must be signed and returned complete

Annual Affidavit for Bidders, Offerors & Contractors – **should be filled out and returned by all bidders**

Required Affidavit for Bidders, Offerors & Contractors Claiming Resident Bidder Status – only required for bidders claiming this status

Required Affidavit for Bidders, Offerors & Contractors Claiming Qualified Bidder Status – only required for bidders claiming this status.

3.0 SCOPE OF WORK

GENERAL INFORMATION

1. Background

Henderson County is soliciting competitive sealed proposals for specific ditch maintenance along various ditches in Henderson County.

2. Project Description

Each project listed will be considered a separate job and will be awarded as such. Contractors may bid on as many projects as they want. Each project has approval from adjacent land owners to access their property for maintenance purposes.

3. Work Schedule

The Contractor awarded the job, must contact the Magistrate listed for that project. The contractor and magistrate will arrange a meeting with the landowner(s). At that time a work schedule will be developed to complete the job, not to interfere with planting season.

4. Permits/Locators:

Contractors will be responsible to obtain any necessary permits and also KY 811 clearance on all ditching work.

5. Special Instructions

All corrective action must be taken to repair any damage to the landowner's property during the maintenance activity. Land must be in same condition it was before access was gained. Land owner will approve this work. Before pictures of property is a good suggestion. Seeding and or straw may be required. This work is incidental to the bid price.

3.1 MELODY LANE CREEK DITCHING PROJECT

Location: Beginning at creek crossing on Melody Lane heading to drainage structure crossing Tillman Bethel Road and the removal of trees along the ditch on Tillman Bethel Road.

Scope: Trees are present. This ditching job is to correct slope failures and remove numerous trees and vegetative obstructions.

One of the adjacent landowners will allow the tree and vegetative material to be burned on site. The material must be burned within a reasonable time, unless arrangements are made with the landowner. The remaining material will need to be spread out. This will be completed by the contractor and incidental to the ditch bid price. Landowner will approve of where the debris can be placed. Nearest Tillman Bethel Road, another landowner had requested the tree material be hauled off site. They will allow any excess dirt to be spread out along the field area as long as there is no damage to the property. Ditch length in total on the west side of Tillman Bethel Road is 1,000 feet. Side slopes cannot exceed a 1 to 1 although 2 to 1 is desirable if adjacent land allows. Ditch must retain a constant cross-section throughout the ditch length. Care must be taken to ensure additional slope failures to not occur from this operation. Packing removed material to the side slopes can help limit slope failures.

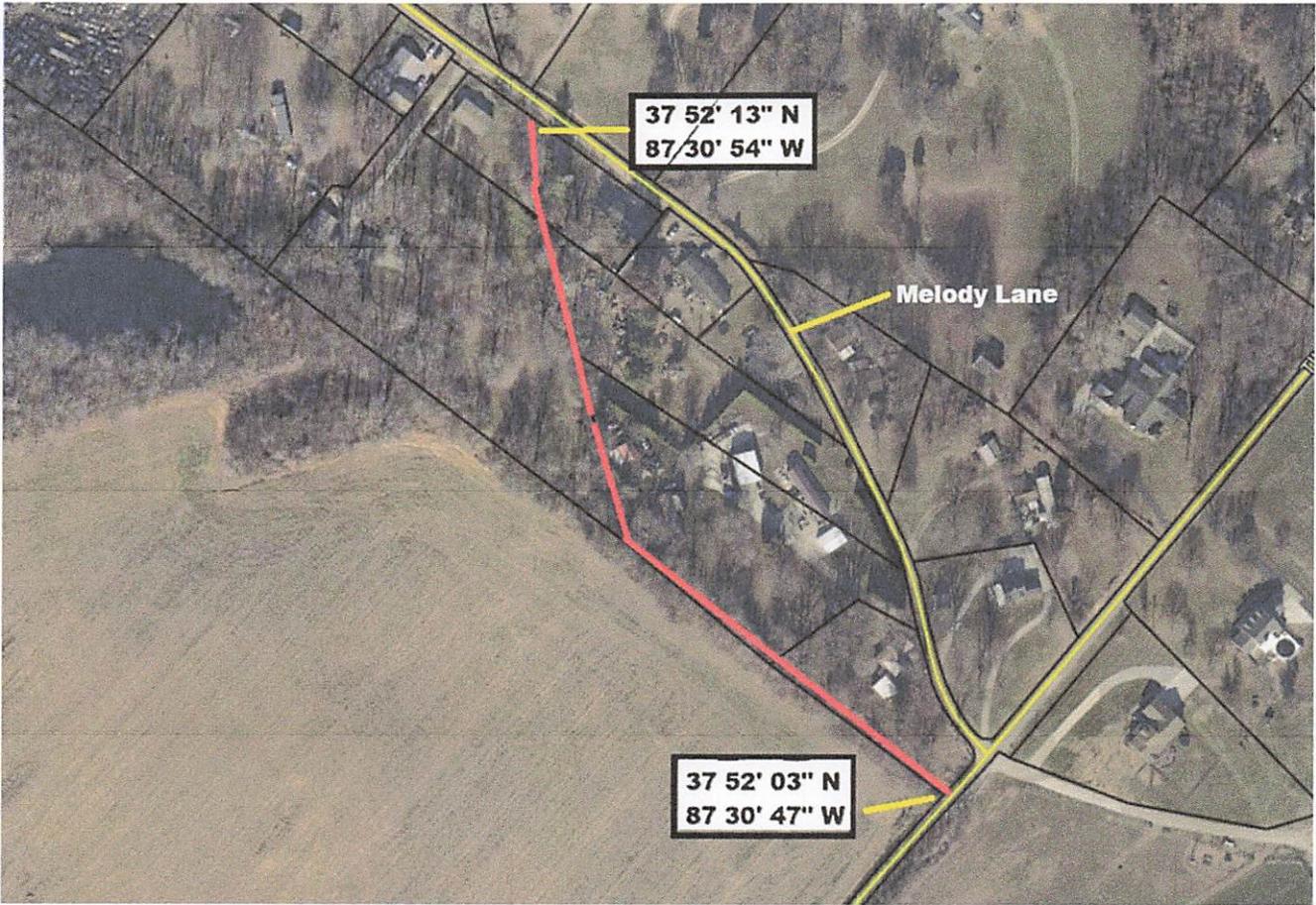
Contractors have the ability to take the removed trees from both ditch jobs on this project to Sandy Lee Watkins Park. Only for this particular project can the trees be taken there and will no longer be the contractor's responsibility. The trees will be dealt with by another entity. If the contractor wants to take them to another location of their choosing, this is allowed.

Contractors **must** get in contact with Magistrate Keith Berry (270-869-5918) if any questions arise about property owners and locations for debris to go. Magistrate Berry can get you access to look at the property before submitting a bid.

10% retainage will be held until all tree/excess dirt debris is left at the landowner's satisfactory approval.

The first aerial photo below is of the work to be completed on this project. The second photo shows the ditch line along Tillman Bethel Road that needs to have trees removed. These trees will need to be removed from the site.

Only the trees on the roadside of the ditch will be taken down. The ditch will need to be better aligned and back as far from road as allowable. In a few areas the ditch has eroded close to the road. These areas need to be repaired and moved away from the roadway.



3.2 CASH CREEK DITCHING PROJECT

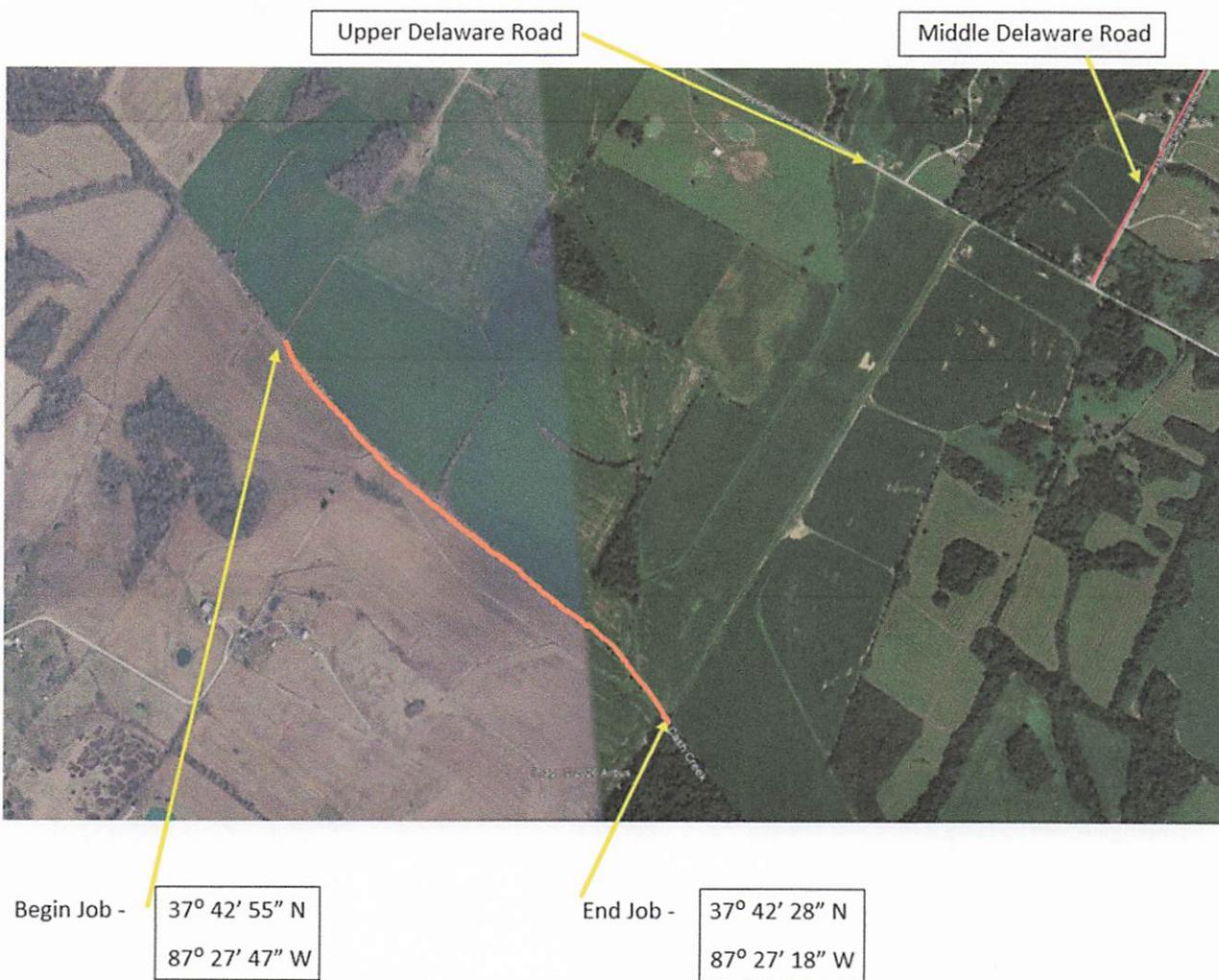
Location: Near Upper Delaware Road and Middle Delaware Road intersection.

Scope: No trees are present. This ditching job is to correct slope failures and remove numerous vegetative obstructions.

The adjacent landowner will allow the material to be thrown back and remain on sight. The material will need to be spread out. Ditch length is 3300 feet. Side slopes cannot exceed a 1 to 1 although 2 to 1 is desirable if adjacent land allows. Ditch must retain a constant cross-section throughout the ditch length. Care must be taken to ensure additional slope failures to not occur from this operation. Packing removed material to the side slopes can help limit slope failures.

Contractors **must** get in contact with Magistrate Taylor Tompkins (270-860-0957) if any questions arise about property owners and locations for debris to go. Magistrate Tompkins can get you access to look the at the property before submitting a bid.

The aerial photo below shows the work to be completed in this project.



3.3 WILSON CREEK DITCHING PROJECT

Location: 1.0 miles west of US 41A and Wilson Station Road intersection.

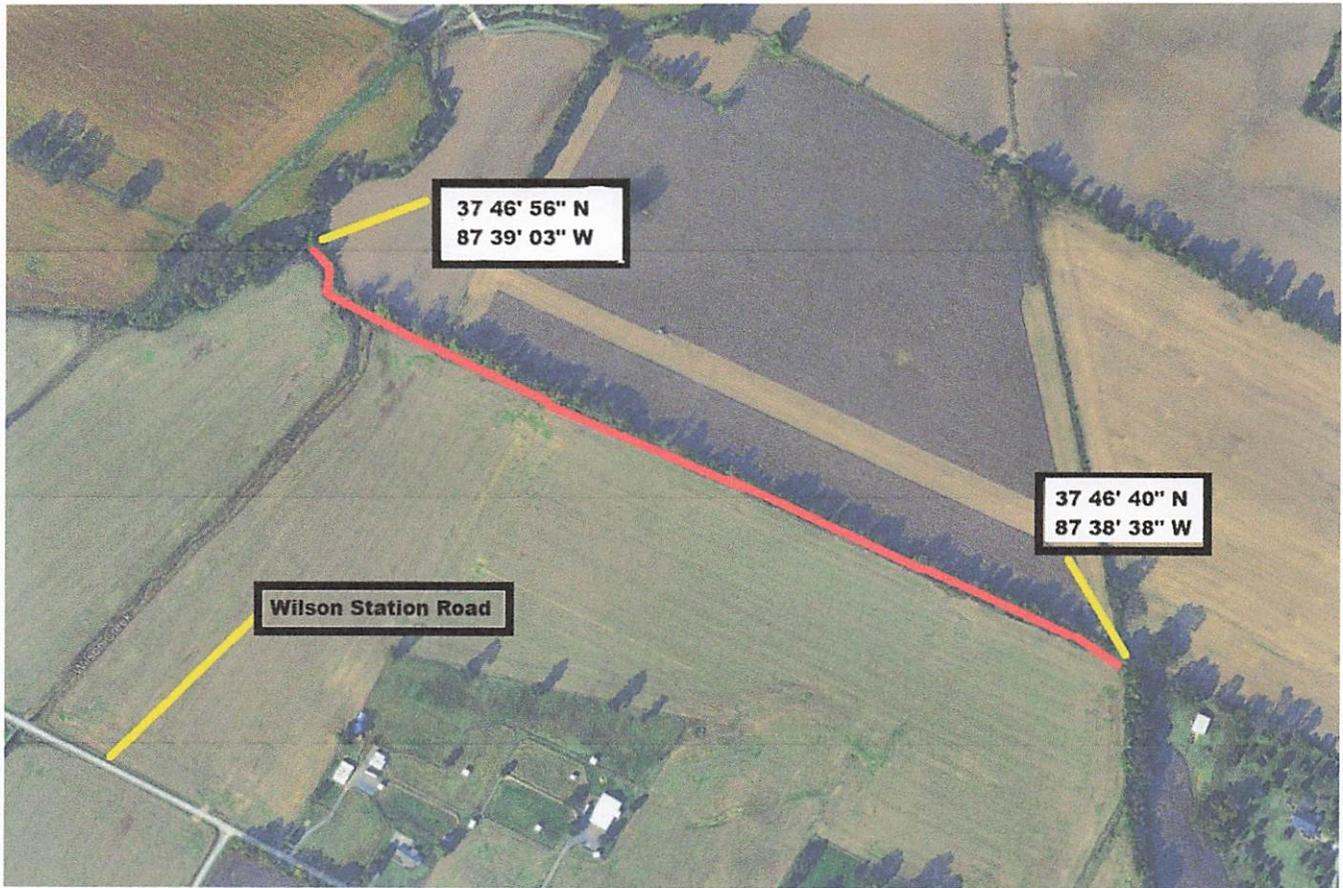
Scope: Trees are present. This ditching job is to correct slope failures and remove numerous trees and vegetative obstructions.

The adjacent landowners will allow the tree and vegetative material to be burned on site. The material must be burned before planting takes place unless arrangements are made with the landowner. The remaining material will need to be spread out. This will be completed by the contractor and incidental to the ditch bid price. Landowner will approve of where the debris can be placed. Ditch length is 3400 feet. Side slopes cannot exceed a 1 to 1 although 2 to 1 is desirable if adjacent land allows. Ditch must retain a constant cross-section throughout the ditch length. Care must be taken to ensure additional slope failures to not occur from this operation. Packing removed material to the side slopes can help limit slope failures.

Contractors **must** get in contact with Magistrate Tim Southard (270-860-1437)- if any questions arise about property owners and locations for debris to go. Magistrate Southard can get you access to look the property before submitting a bid.

The following 2 photos show the area of the work to be completed in this project.





DOCUMENT REMINDERS

One original and one copy of the Bid Package. – **should be returned by all bidders**

Bid Form must be signed and returned complete– **should be returned by all bidders**

Annual Affidavit for Bidders, Offerors & Contractors – **should be filled out and returned by all bidders**

Required Affidavit for Bidders, Offerors & Contractors Claiming Resident Bidder Status – only required for bidders claiming this status

Required Affidavit for Bidders, Offerors & Contractors Claiming Qualified Bidder Status – only required for bidders claiming this status.

Henderson County Ditching Projects Bid Form

Item	Project	Bid Price
3.1	Melody Lane Creek Ditching Project	

Remarks:

Item	Project	Bid Price
3.2	Cash Creek Ditching Project	

Remarks:

Item	Project	Bid Price
3.3	Wilson Creek Ditching Project	

Remarks:

Make sure all instructions contained in the bid packet are understood and followed. Incomplete packages may be rejected and not considered for award.

Bidder Name: _____

Title: _____

Company: _____

Date: _____

Phone: _____

Email: _____

ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

Affidavit Effective Date: _____
Affidavit Expiration Date: _____
Maximum Length One-Year

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

PAGE 1 OF 2

FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that to the best of their knowledge:
 - a. In accordance with [KRS 45A.110](#) and [KRS 45A.115](#), neither the bidder or offeror as defined in [KRS 45A.070\(6\)](#), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in [KRS 45A.485](#); have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by [KRS Chapter 139](#), and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.
 - e. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, is not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade, as defined in [KRS 45A.607](#).
 - f. The bidder or offeror swears and affirms that the entity bidding, and all subcontractors therein, have not violated any of the prohibitions set forth in [KRS 11A.236](#) during the previous ten (10) years, and further pledge to abide by the restrictions set forth in such statute for the duration of the contract awarded.

FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

- II. Each contractor further swears and affirms under penalty of perjury, that to the best of their knowledge:
 - a. In accordance with [KRS 121.056](#), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in [KRS 121.150](#) to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT
BIDDER STATUS**

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with [KRS 45A.494\(2\)](#), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in [KRS 341.490](#); and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature	Printed Name
Title	Date
Company Name	
Address	

Subscribed and sworn to before me by _____ (Affiant) _____ (Title)

of _____ this ____ day of _____, 20__.
(Company Name)

Notary Public

[seal of notary] My commission expires: _____

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING
QUALIFIED BIDDER STATUS**

FOR BIDS AND CONTRACTS IN GENERAL:

I. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, meets the requirements to be considered a "qualified bidder" in accordance with [200 KAR 5:410\(3\)](#); and will continue to comply with such requirements for the duration of any contract awarded. Please identify below the particular "qualified bidder" status claimed by the bidding entity.

_____ A nonprofit corporation that furthers the purposes of KRS Chapter 163

_____ Per [KRS 45A.465\(3\)](#), a "Qualified nonprofit agency for individuals with severe disabilities" means an organization that:

- (a) Is organized and operated in the interest of individuals with severe disabilities; and
- (b) Complies with any applicable occupational health and safety law of the United States and the Commonwealth; and
- (c) In the manufacture or provision of products or services listed or purchased under KRS 45A.470, during the fiscal year employs individuals with severe disabilities for not less than seventy-five percent (75%) of the man hours of direct labor required for the manufacture or provision of the products or services; and
- (d) Is registered and in good standing as a nonprofit organization with the Secretary of State.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of qualified bidder status. Failure to provide such documentation upon request may result in disqualification of the bidder or contract termination.

Signature	Printed Name
Title	Date
Company Name	
Address	

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public
[seal of notary] My commission expires: _____