

BID PACKET DOCUMENTS

FOR

**HARRY J BETAR RECREATION PARK**

**TENNIS/PICKLEBALL/BASKETBALL COURTS**

TOWN OF MOREAU, NEW YORK

JANUARY 2026

Jesse A. Fish, Jr., Supervisor  
Town of Moreau  
351 Reynolds Road  
Moreau, NY 12828

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## ADVERTISEMENT FOR BIDS

Sealed bids for the construction of tennis, pickleball, and basketball courts at the Harry J. Betar Recreational Park will be received by the TOWN OF MOREAU AT THE MOREAU TOWN HALL until 9:00a.m., local time, on Monday, February 23, 2026. Subsequently, at 9:00a.m., at said office, all sealed bids will be publicly opened and read aloud.

Bid Packet and Specifications may be requested by telephone to the Town of Moreau at 518-792-1030, e-mail at [townclerk@townofmoreau.org](mailto:townclerk@townofmoreau.org) or facsimile at 518-792-4615. Should the Town be requested to mail information, there will be a non-refundable charge of \$10.00 for postage and handling.

Proposals must be made upon, and in accordance with, the form of the proposal included with the bid documents prepared for this solicitation. The formal proposal contains a Notice to Bidders, Instructions to Bidders, an Affidavit of Non-Collusion, Certification of Compliance with the Iran Divestment Act, a Bid Proposal, and Bid Specifications. All statements and requirements of this advertisement, Bid Proposal, Instruction to Bidders, Certification of Compliance with the Iran Divestment Act, and the Affidavit of Non-Collusion shall be deemed a part of the Contract to purchase entered into by the Town, with the successful Bidder.

The Moreau Town Board reserves the right to waive any informalities or to reject any or all bids.

No bidder may withdraw their bid within forty-five (45) days after the actual date of the opening thereof.

## BY ORDER OF THE MOREAU TOWN BOARD

Date: January 20 , 2026

Erin Trombley, Town Clerk

## INSTRUCTIONS TO BIDDERS

### **1. Defined Terms.**

The term "Bidder" means one who submits a Bid directly to the Town, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" denotes the bidder offering the best overall value, and is the most qualified, responsible and responsive, to whom the Town makes an award. The term "Bidding Documents" include the Advertisements or Invitation to Bid, Instructions to Bidders, Bid Specifications, Bid Form, and the proposed Contract and related documents.

### **2. Copies of Bidding Documents.**

2.1. Complete sets of the Bidding Documents and the deposit sum, if any, may be obtained from the Town Clerk's Office.

2.2. Complete sets of Bidding Documents must be used in preparing Bids. The Town assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3. The Town, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

### **3. Qualifications of Bidders.**

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five (5) days after Bid opening, upon Town's request, written evidence, such as financial data, previous experience, present commitments and other such data as may be called for in the Bid Proposal. Each Bid must contain evidence of Bidder's qualification to do business in the jurisdiction where the project is located or covenant to obtain such qualification prior to award of the contract.

### **4. Examination of Contract Documents and Site.**

4.1. It is the responsibility of each Bidder before submitting a Bid:

4.1.1. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical data" referred to below)

4.1.2. To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the work;

4.1.3. To consider federal, state, and local Laws and Regulations that may affect cost, progress, performance or furnishing of the work, including in the New York State Department of Labor website at [www.labor.state.ny.gov](http://www.labor.state.ny.gov) to determine the applicable prevailing wage requirements, if any;

4.1.4. To study and carefully correlate Bidder's knowledge and observations with the Bidding Documents and such other related documents or data; and

4.1.5. To promptly notify the Town of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.

4.2 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the work required by the Contract Documents, that Bidder has given the Town written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by the Town is acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

**5. Interpretations and Addenda.**

5.1. All questions about the meaning or intent of the Bidding Documents are to be directed to the Town Supervisor. Interpretations or clarifications considered necessary by the Town Supervisor in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Town Clerk as having received the Bidding Documents. **Questions** received after 9:00a.m. on February 13, 2026 may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the Town.

5.3. Failure of a Bidder to receive any Addendum, or to acknowledge receipt thereof, will not relieve such Bidder from conforming with the requirements which such Addendum imposes on his Bid or the Bidding Documents, and may subject his Bid to disqualification by the Town.

**6. Bid Security.**

6.1. Each Bid must be accompanied by Bid security made payable to the Town in an amount of \$500.00 in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety meeting the requirements herein.

6.2. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within ten (10) days after the Notice of Award, Town may annul the Notice of Award, and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders who the Town believes to have a reasonable chance of receiving the award may be retained by the Town up to the fourth (4th) day after the Effective Date of the Agreement, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven (7) days after the Bid opening.

**7. Contract Times.**

The number of days within which, or the dates by which, the work is to be substantially completed, fully completed, and ready for final payment (the Contract Times) are set forth in the Agreement.

**8. Liquidated Damages and Engineering Charges.**

Provisions for liquidated damages, if any, and engineering charges for delay in completion, are set forth in the Agreement.

**9. Substitute or "Or-Equal" Items.**

The Contract, if awarded, will be based on materials and equipment detailed in the Specifications, without consideration of possible substitute or "or-equal" items. Whenever it is indicated or detailed in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor, and is acceptable to the Town, application for such acceptance will not be considered by the Town until after the Effective Date of the Agreement.

**10. Bid Forms and Certifications.**

10.1. The Bid forms, certifications, etc. are included with the Bidding Documents; unbound copies of the Bid Form shall be submitted by the Bidder.

10.2. All blanks on the Bid Form must be completed in ink or typed.

10.3. Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate office accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or assistant secretary. The corporate address and state of incorporation must be shown below the signature.

10.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

10.5. All names must be typed or printed below the signature.

10.6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

10.7. The address and telephone number for communications regarding the Bid must be shown.

**11. Submission of Bids.**

11.1. Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (Rec Pickleball Court Bid) and name and address of the Bidder. Included in that envelope shall be the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of the outer envelope. Bids must be filed with the office of the Moreau Town Clerk no later than 9:00a.m. on Monday, February 23, 2026. Bids received after that time may not be accepted.

11.2 Prospective Bidders are furnished one copy of the Bidding Documents with one separate unbound copy each of the Bid Form and the Bid Bond. The Bidding Documents may be retained by the Bidder. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and other required documents, which shall also be provided in electronic format, at the request of the Bidder.

**12. Modification and Withdrawal of Bids.**

12.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

12.2 If, within three days after Bids are opened, or prior to award, whichever is shorter, any Bidder files a duly signed, written notice with the Town and promptly thereafter demonstrates to the reasonable satisfaction of the Town that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

**13. Opening of Bids.**

13.1. Bids will be opened and, unless obviously non-responsive, read aloud publicly at the place where Bids are to be submitted. Bids will be opened on Monday, February 23, 2026 at 9:00a.m., at the Moreau Town Hall.

**14. Bids to Remain Subject to Acceptance.**

14.1. All Bids will remain subject to acceptance for forty-five (45) days after the day of Bid opening, but the Town may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

**15. Award of Contract.**

15.1. The Town reserves the right to reject any and all Bids, alternate Bids, or any part or component thereof, including without limitation, the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bid and to reject the Bid of any Bidder if the Town believes that it would not be in the best interest of the Town to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Town. The Town also reserves the right to waive all informalities not involving price; time or changes in the Work and award a contract to the Successful Bidder. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words. Bids containing incomplete or no price information for any Bid item which thus prevents evaluation of the extended total for that Bid item will be rejected.

15.2. In evaluating Bids, the Town will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

15.3. The Town may consider the qualifications and experience of Subcontractors, Suppliers, and other persons or organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Instructions to Bidders and Supplementary Conditions. Town also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

15.4. The Town may conduct such investigations as the Town deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to the Town's satisfaction within the prescribed time.

15.5. If the contract is to be awarded, it will be awarded to the Bidder who offers the best overall value, and whose evaluation by the Town indicates to the Town that the award will be in the best interests of the Project.

15.6. If the contract is to be awarded, the Town will give the Successful Bidder a Notice of Award within a reasonable time after the Bid opening.

TOWN OF MOREAU, NEW YORK

JANUARY 2026

Town Hall  
351 Reynolds Road  
Moreau, NY 12828  
518-792-1030

**SEEKING BIDS FOR:**

- Construct Tennis/Pickleball/Basketball Courts

Proposed structures will be located at the Harry J. Betar Recreation Park

See attached bid specifications.

## **Set sleeves for new posts (1 tennis/ 6 pickleball / 2 Basketball Hoops**

*Description of Services:*

1. Install 1 set of 24" aluminum ground sleeves in an 18" x 4'-0" Sono tube and filled with concrete for 1 tennis court.
2. Install 6 sets of 24" aluminum ground sleeves in a 18" x 4'-0" Sono tube and filled with concrete for 6 pickleball courts
3. Install 2ea 18" X 4'-0" Concrete foundations for 2ea basketball Hoops.

## **FINEGRADE COURTS (26,000 SF)**

*Description of Services:*

Includes laying out and grading a 130'-0" x 200'-0" court surface with 1% cross slope. We are including 600 Ton of item 4 subbase to grade with. Roll with vibratory drum rollers.

## **Asphalt Binder (2") 26,000 SF**

*Description of Services:*

Install 1 layer of type 3 asphalt binder. 2" after compaction

## **Asphalt Top (1-1/2") 26,000 SF**

*Description of Services:*

Install 1 layer of type 7 asphalt top. 1-1/2" after compaction

## **Acrylic Coatings (26,000 SF)**

*Description of Services:*

Install 2 coats of acrylic resurfacer (Novasurface or equivalent)

Install 2 coats of acrylic Combination surface. Colors TBD. Layout, prime, and paint 2" white lines for 1 basketball court. Layout, prime, and paint 2" white lines for 1 tennis court. (Seal-A-line/seal coating and Novatex/white paint or equivalent)

Layout, prime and paint 2" white lines for 6 pickleball courts

## **Furnish and Install Posts, Nets, basketball posts and hoops**

*Description of Services:*

Furnish and install 1 set of Douglas Premier XS tennis posts (or equivalent). Furnish and install 6 sets of Douglas Premier XS Pickleball Posts (or equivalent). Furnish and install Douglas TN-45 Tennis net (or equivalent).

Furnish and install 6ea Douglas JTN-30 Pickleball net (or equivalent).

Furnish and Install 2ea Douglas FS Fixed Series basketball hoops (or equivalent).

## **Fence Work**

*Description of Services:*

Includes 690'-0" of 8'-0" high black chain link fencing. Includes 360'-0" of 4'-0" high black chain link fencing. Includes (4) each 4'Wx8'H walk gates with latches.

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## **Terms and Conditions**

- Includes Prevailing wage labor.
- Court diagram attached-you will see a 10-foot walkway between courts
- Second picture shows how the fence should look between the pickleball courts.
- Start to completion 90 days

### **Exclusions:**

- 1.) Fence, existing posts and foundations demo.
- 2.) removal of existing asphalt.
- 3.) spreading topsoil at the end.
- 4.) Seeding.
- 5.) Sales tax on material

**Please explain all deviations below:**

## BID PROPOSAL

PROJECT IDENTIFICATION:

Tennis / Pickleball / Basketball Courts

BID PRICE

\$ \_\_\_\_\_

THIS BID IS SUBMITTED TO:

Town of Moreau

Town Hall

351 Reynolds Road

Moreau, NY 12828

Telephone: 518-792-1030

BIDDER'S NAME AND ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with TOWN OF MOREAU to provide the building identified herein in accordance with the other terms and conditions of the bidding documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement of Invitation to Bid and Instructions to Bidders. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

|       |        |
|-------|--------|
| Date  | Number |
| _____ | _____  |
| _____ | _____  |
  - (b) BIDDER has familiarized itself with the nature and extent of the Bidding Documents, and all other conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the equipment.
  - (c) BIDDER has given the Town written notice of all conflicts, errors or discrepancies that it has discovered in the Bidding Documents and the written resolution thereof by the Town is acceptable to BIDDER.
  - (d) Any other representation required by Laws and Regulations.
4. BIDDER will provide the equipment as set forth in Bidding Documents.
5. The following documents are attached to and made a condition of this Bid:
  - (a) Non-collusive bidding certification with supporting data.
  - (b) Iran Divestment Act Certification

SUBMITTED ON: \_\_\_\_\_, 2026

## **AFFIDAVIT OF NON-COLLUSION**

I, \_\_\_\_\_, being duly sworn, do depose and state:

1. That in connection with this procurement,

(A) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and

(B) The prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening directly or indirectly to any other bidder or to any competitor; and

(C) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

2. The undersigned further states:

(A) Affiant is the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid herein and that Affiant has not participated, and will not participate, in any action contrary to (1) (A) through (1) (C) above; or

(B) Affiant is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid herein but that Affiant has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1) (A) through (1) (C) above, and as their agent does hereby so certify; and

(C) Affiant has not participated and will not participate, in any action contrary to (1) (A) through (1) (C) above.

3. It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the Bidder to receive payment under any award made hereunder.

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SIGNED

SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ Notary Public: \_\_\_\_\_

## **CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of an Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not ident  
fied on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b)

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the Town receive information that a Bidder/Contractor is in violation of the above-referenced certification, the Town will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as may be appropriate, including, but not limited to, imposing s

ctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The Town reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, \_\_\_\_\_, being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ Corporation.

By submission of this bid, each Bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of §165-a of the State Finance Law.

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SIGNED

SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Notary Public: \_\_\_\_\_



