

**RESOLUTION NO. 2024-095**

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR,  
COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING A  
CONTRACT FOR STANDARD FITNESS COURT INSTALLATION AT  
THE LITTLE EGG HARBOR TOWNSHIP SPORTS COMPLEX  
FITNESS COURT BY LEVEL UP RETAIL SERVICES**

**WHEREAS**, the Township of Little Egg Harbor (hereinafter the "Township") previously received a 2024 NFC Grant of \$50,000.00 and by Resolution 2024-224, purchased equipment for a Fitness Court; and

**WHEREAS**, fitness court equipment installation was to be installed by a separate vendor; and

**WHEREAS**, the Township has a Qualified Purchasing Agent who is certified as delineated within N.J.S.A. 40A:11-9 and N.J.A.C. 5:32-4.1 and therefore, the public bidding threshold is \$44,000.00 for the Township; and

**WHEREAS**, the Township desires to award a contract to Level Up Retail Services in an amount not to exceed \$38,780.92, in accordance with the proposal dated February 7, 2025, incorporated herein as Schedule A, which is under the applicable public bidding threshold.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee for the Township of Little Egg Harbor, County of Ocean, State of New Jersey, as follows:

1. That Level Up Retail Services is awarded a contract to install fitness equipment at the Little Egg Harbor Township Sports Complex in an amount not to exceed \$38,780.92, in accordance with the proposal dated February 7, 2025, incorporated herein as Schedule A.

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Rothstein, Mandell, Stroh,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
Toms River, NJ 08753

o: 732.363.0777  
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2. That a Certificate of Availability of Funds executed by the Chief Financial Officer is annexed hereto. The following are the line item appropriations or ordinances which constitute the availability of funds for this contract:

C-04-55-974.110

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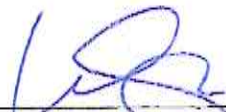
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3. That the governing body authorizes the Mayor to execute, and the Township Clerk to attest, any and all necessary documents to effectuate the installation of the fitness equipment by Level Up Retail Services in accordance with the terms of this Resolution.
4. A certified copy of this Resolution shall be forwarded by the Township Clerk to the Chief Financial Officer, Township Engineer, the Superintendent of Public Works, and Level Up Retail Services.

**CERTIFICATION**

**I, KELLY LETTERA, CMC, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the **13<sup>th</sup>** day of **March, 2025**.



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**KELLY LETTERA, CMC, RMC**  
Township Clerk  
Little Egg Harbor Township

**r|m|s|h|c**  
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**CERTIFICATE OF AVAILABILITY OF FUNDS**

I, **RODNEY HAINES**, Certified Municipal Finance Officer for the Township of Little Egg Harbor, do hereby certify that adequate funds are available for a contract with Level Up Retail Services, to install fitness equipment at the Little Egg Harbor Township Sports Complex in the amount of \$38,780.92.

The maximum dollar value of this contract is \$38,780.92.

The funds, which are available for this contract, are found in the following line item appropriations or ordinances:           C-04-55-974-110          

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**Rodney Haines**, Certified Municipal Finance Officer  
Township of Little Egg Harbor

**r|m|s|h|c**

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## AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, **2025**, by and between the **TOWNSHIP OF LITTLE EGG HARBOR**, a municipal corporation of the State of New Jersey, having its principal offices located at 665 Radio Road, Little Egg Harbor, New Jersey, 08087, hereinafter referred to as "Township," and **LEVEL UP RETAIL SERVICES**, with a business address of 3336 W. Palomar, Hurricane, UT 84737, hereinafter referred to as "Contractor."

### W I T N E S S E T H :

That and for and in consideration of the sum of **THIRTY-EIGHT THOUSAND SEVEN HUNDRED EIGHTY AND 92/100**, the Contractor agrees to provide installation services for Fitness Equipment Installation Project at the Little Egg Harbor Township Sports Complex Fitness Court, in accordance with the contract documents hereinafter set forth.

That for and in consideration of the amount payable under this agreement by the Township, the Contractor agrees, at its own proper cost and expense, and with due skill and diligence, that it will perform the installation services aforesaid in accordance with the contract documents and in compliance with this agreement.

The Contractor agrees to receive as full compensation the amount stated herein, namely, **\$38,780.92**, for the installation services provided to the Township for the Fitness Equipment Installation Project. The Contractor shall be responsible for all loss or damage arising out of providing the installation services aforesaid or from any action of the elements; or from any unforeseen obstruction or difficulties which may be encountered of every description connected with providing the installation services aforesaid until the same have been accepted by the Township.

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To prevent all disputes and litigation, it is agreed by and between the parties to this agreement that the Township shall in all cases determine the services rendered and paid for under this agreement, and as to the interpretation of the plans and specifications.

The contract documents shall consist of the following:

1. Notice to Bidders;
2. Bid Specifications;
3. Contractor's Proposal (as accepted);
4. Contract Agreement;
5. All Addenda.

The parties to this agreement agree to submit all contractual disputes to non-binding mediation as an alternate dispute resolution in accordance with the provisions of P.L. 1997, c. 371. In the event the dispute is not resolved by the non-binding mediation within sixty (60) days, or such time as the parties may agree, either party can seek judicial relief.

The parties to this agreement agree to incorporate into this agreement the mandatory language of subsection 3.5(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said subsection 3.4(a), provided that said subsection shall be applied subject to the terms of subsection 3.5(c) of said Regulations.

The parties to this agreement further agree to incorporate into this agreement the mandatory language of subsection 3.7(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said subsection 3.7.

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The Contractor shall execute the Affirmative Action Agreement, Exhibit B attached hereto, which shall be incorporated herein by reference.

The Contractor shall submit a properly completed Affirmative Action Form AA-201 (Initial Project Workforce Report – Construction) prior to execution of this agreement. The Contractor agrees thereafter to submit once a month, prior to the receipt of any monthly payment, Affirmative Action Form AA-202 (Monthly Project Workforce Report).

The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the Township, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Contractor and each of its affiliates, and a subcontractor and each of its affiliates, [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 *et al.*) or subsection e. or f. of Section 92 P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

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This agreement, together with the contract documents, form the contract and they are as fully a part of this agreement as if hereto attached or herein repeated.

The Township and the Contractor for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement.

**WITNESS AND ATTEST:**

**TOWNSHIP OF LITTLE EGG HARBOR**

\_\_\_\_\_  
**KELLY LETTERA, CMC, RMC**  
Municipal Clerk  
(Seal)

By \_\_\_\_\_  
**DAN MAXWELL, Mayor**

**LEVEL UP RETAIL SERVICES**

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

(Seal)

**r|m|sh|c**

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2/07/2025

Level Up Retail Services

Proposal for the Little Egg Harbor Township Sports Complex Fitness Court

Address:

Little Egg Harbor Township Sports Complex

1 Sports Complex Dr

Little Egg Harbor Township, NJ 08087

We have performed and executed over 70 of these Fitness Courts throughout the United States and have completed with 100% rate and very happy customers, which we expect for you.

Cost breakdown for the Standard Fitness Court Installation:

- \$28,500.00 Fitness Court Standard Installation
- \$2,000.00 Prevailing Wage
- \$1,200.00 Removal of all crates, pallets and garbage to offsite dump.
- \$2,700.00 Trailer and truck to transport Workout equipment to pad.
- \$4,380.92 Rental of pallet jack and two Forklifts.

Total \$38,780.92

Level Up Retail Service to complete work.

- A Fence around the perimeter of the court will be needed to keep unwanted guests out.



- We will require 50% upfront before we start installation, the remaining balance will be due once the job is complete.
- Site Partner/General Contractor will need to let us know how close the power is so we can charge batteries and other tools to complete the installation.
- Close access for restrooms
- Level Up Retail Services will provide any W-9, COI, and any other documentation that the Site Partner will need for us to perform the work.
- Level Up will bring all crates and pallets to the pad.
- The cement must meet the specifications given by NFC, light broom finish.
- If Level Up Retail Services gets to the site and it is found not in good standing and expectation to the installation of the Fitness Court, we will first contact Site Partner and bring it to their attention and then we will discuss a change order/remobilization fee and be able to charge that as accordingly.
- The price given above does not include any bonds, if we awarded the install and Bonds are needed, they will be billed separately and Level Up Retail Services furnish those bonds asap.

Thank you,

Justin Wright- Owner

435-229-6054

[justin@levelupretailservices.net](mailto:justin@levelupretailservices.net)