



OPCMR

**EXERCISE OF RENEWAL OPTION**

GOVERNMENT OF  
THE UNITED STATES VIRGIN ISLANDS

**DEPARTMENT OF PROPERTY & PROCUREMENT**

CONTRACT NO.: P006PNRT25

DATED: December 17, 2024; extended June 17, 2025

**EXERCISE OF RENEWAL OPTION NO. 2**

Contractor	Description of Scope of Work/Services
Play Land Marine, LLC 8168 Crown Bay Marina Ste 505, PMB 430 St. Thomas, VI 00820	Removal of vessels rendered derelict by Tropical Storm Ernesto

Pursuant to the renewal option provision of Contract No. P006PNRT25 as renewed by Renewal No. 1 dated June 16, 2025, amended by Amendment No. 1 dated September 2, 2025, and subject to the appropriation and allotment of necessary funds, notice is hereby given that the Government of the U.S. Virgin Islands, the Department of Planning & Natural Resources exercises its option to renew and does hereby renew the aforementioned contract for the period December 17, 2025 to June 16, 2026 at the stipulated cost therein.

All the terms, covenants, and conditions of the contract affected shall continue in full force and effect. A facsimile, electronic or digital signature on this form shall be deemed original and binding on the Parties hereto. Please acknowledge receipt and acceptance hereby signing and returning the original to:

The Department of Property and Procurement  
8201 Sub Base, Suite4, St. Thomas VI 00802

ACKNOWLEDGMENT & ACCEPTANCE:

Benjamin Schwartz, Member  
Play Land Marine

DATE: 05 12 2025

Lisa M. Alejandro, Commissioner  
Department of Property & Procurement

GOVERNMENT OF THE VIRGIN ISLANDS

Jean-Pierre L. Oriol, Commissioner  
Dept. of Planning & Natural Resources

DATE: 05-Dec-2025

4/13/2026

DATE



OPCMR

**AMENDMENT No. 1 OF  
PROFESSIONAL SERVICES CONTRACT**

**THIS AMENDMENT** made as of the 2nd day of September, 2025 in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands **DEPARTMENT OF PROPERTY AND PROCUREMENT**, on behalf of the **DEPARTMENT of PLANNING AND NATURAL RESOURCES** (hereinafter referred to as “**Government**”) and **PLAY LAND MARINE, LLC** whose address is **6300 Estate Frydenhoj, B-8 St. Thomas, VI 00802** (hereinafter referred to as “**Contractor**”).

Both parties witness to being duly authorized to execute this agreement and will attest accordingly when and where necessary.

**WITNESSETH**

**WHEREAS**, pursuant to Contract No. **P006PNRT25** approved by the Commissioner of the Department of Property and Procurement on December 17, 2024, as renewed by Renewal Option No. 1, approved by the Commissioner of the Department of Property and Procurement on June 17, 2025, (which constitute and are hereinafter referred to as the “Contract”), the Government contracted with Contractor to provide debris removal operations of six (6) derelict vessels throughout waters surrounding St. Thomas, St. John, and Water Island; and

**WHEREAS**, the Contract expires pursuant to its terms on December 16, 2025; and

**WHEREAS**, there were other vessels rendered derelict from the 2024 hurricane season that were not included in the Contract due to funding constraints; and

**WHEREAS**, the Federal Emergency Management Agency (FEMA) has issued an award to the Government which provides the funding necessary to remove an additional three (3) derelict vessels; and

**WHEREAS**, the parties desire to amend the Contract, to change the Scope of Services in Addendum I to include the removal of three (3) additional derelict vessels, and to increase the compensation by Two Hundred Forty-Five Thousand Dollars and Zero Cents (\$245,000.00) for a total amount not to exceed **Four Hundred Forty Thousand and Zero Cents (\$440,000.00)**; and

**NOW THEREFORE**, for mutual and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Initials:     *PL*



OPCMR

## TERMS AND CONDITIONS

1. Paragraph No. 3 – Compensation is hereby amended to increase the compensation by Two Hundred Forty-Five Thousand Dollars and Zero Cents (\$245,000.00) for a total amount not to exceed Four Hundred Forty Thousand Dollars and Zero Cents (\$440,000.00) by deleting all of the existing language contained therein and replacing it with new language as follows:

The Government, in consideration of the satisfactory performance of the services described in the 1<sup>st</sup> Amended Addendum I (1<sup>st</sup> Scope of Services) agrees to pay Contractor the sum not to exceed **Four Hundred Forty Thousand Dollars and Zero Cents (\$440,000.00)** in accordance with the provisions set forth in 1<sup>st</sup> Amended Addendum II (1<sup>st</sup> Amended Compensation) attached hereto and incorporated into the Contract.

2. Addendum I and II of the Contract are revised by deleting all terms contained therein and inserting in lieu thereof all the terms contained in 1<sup>st</sup> Amended Addendum I (1<sup>st</sup> Amended Scope of Services) and 1<sup>st</sup> Amended Addendum II (1<sup>st</sup> Amended Compensation) attached hereto as Exhibit "A".
3. This Amendment is subject to the approval of the Commissioner of the Department of Property and Procurement and to the appropriation and availability of funds.
4. Except as expressly amended in this Amendment, all terms of the Contract, as renewed, will remain in full force and effect.
5. **FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES**

A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

**[INTENTIONALLY LEFT BLANK-SIGNATURE PAGE TO FOLLOW]**



OPCMR

The Parties have hereunto set their hands on the day, and year first above written.

**GOVERNMENT OF THE VIRGIN ISLANDS**

*J. Oriol*  
Jean-Pierre L. Oriol, Commissioner  
Department of Planning and Natural Resources

08-Aug-2025

Date

*Lisa M. Alejandro*  
Lisa M. Alejandro, Commissioner  
Department of Property and Procurement

09/02/2025

Date

**CONTRACTOR**

*Benjamin Schwartz*  
Benjamin Schwartz  
Member  
Play Land Marine, LLC.

8-7-25

Date

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY: *Taylor Williams* Date 09/02/2025

[INTENTIONALLY LEFT BLANK- EXHIBIT A 1<sup>ST</sup> AMENDED ADDENDUM I TO FOLLOW]



OPCMR

**EXERCISE OF RENEWAL OPTION  
GOVERNMENT OF  
THE UNITED STATES VIRGIN ISLANDS**



**DEPARTMENT OF PROPERTY & PROCUREMENT**

CONTRACT NO.: P006PNRT25

DATED: December 17, 2024

**EXERCISE OF RENEWAL OPTION NO. 1**

**Contractor**

**Description of Scope of Work/Services**

Playland Marine, LLC. 8168 Crown Bay Marina, Ste 505, PMB 430 St. Thomas, VI 00802	Removal and disposal of six (6) derelict vessels in the St. Thomas/St. John district
--	--

Pursuant to the renewal option provision of Contract No. P006PNRT25, and subject to the appropriation and allotment of necessary funds, notice is hereby given that the Government of the U.S. Virgin Islands, Department of Planning & Natural Resources exercises its option to renew and does hereby renew the aforementioned contract for the period June 17, 2025, to December 16, 2025, at the stipulated cost therein.

All the terms, covenants, and conditions of the contract affected shall continue in full force and effect. A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

Please acknowledge receipt and acceptance hereby signing and returning to:

The Department of Property and Procurement  
8201 Subbase Ste. 4  
St. Thomas, VI 00802

ACKNOWLEDGMENT & ACCEPTANCE:

GOVERNMENT OF THE VIRGIN ISLANDS

Benjamin Schwartz  
Playland Marine, LLC.

for Jean-Pierre L. Oriol, Commissioner  
Department of Planning & Natural Resources

DATE: 6-16-2025

DATE: 6/16/2025

Lisa M. Alejandro, Commissioner  
Department of Property & Procurement

DATE: 06/17/2025



OPCMR

## CONTRACT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** is made this 17th day of December, 2024, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the Department of Planning & Natural Resources (hereinafter referred to as "Government") and Play Land Marine, LLC (hereinafter referred to as "Contractor").

### WITNESSETH:

**WHEREAS**, the Government is in need of the services of a Contractor to remove derelict vessels and other debris from the waters around St. Thomas, USVI, caused by the 2024 hurricane season which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

**WHEREAS**, the Contractor was selected in accordance with 31 V.I.C. § 239(a)(8); and

**WHEREAS**, the Contractor represents that it is willing and capable of providing such services; and

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

### 1. SERVICES

The Contractor will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this contract.

### 2. TERM AND EFFECTIVE DATE

This Contract shall be effective upon the date of execution of this Contract by the Commissioner of the Department of Property and Procurement and shall terminate One Hundred Eighty (180) days thereafter. The Government in its sole discretion, shall have the option to renew this Contract for a period of two (2) additional 180-day periods, subject to the same terms noted herein, by providing the Contractor with thirty (30) days written notice of the Government's election to renew.

### 3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Contractor a sum not to exceed One Hundred Ninety-Five Thousand and 00/100 Dollars (\$195,000.00) in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.



OPCMR

#### 4. TRAVEL EXPENSES

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed N/A (\$ N/A).

#### 5. RECORDS

The Contractor when applicable, will present documented precise records of time and/or money expended under this Contract.

#### 6. PROFESSIONAL STANDARDS

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

#### 7. DOCUMENTS, PRINTOUTS, ETC.

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract. The above described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

#### 8. LIABILITY OF OTHERS

Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance, gross receipt, excise, and social security taxes for Contractor, its servants, agents or independent contractors.

#### 9. ASSIGNMENT

The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Government.



OPCMR

## 10. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

## 11. INDEPENDENT CONTRACTOR

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

## 12. GOVERNING LAW

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

## 13. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term, condition, or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

## 14. ENTIRE AGREEMENT

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this agreement, whether written or oral.

## 15. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as Government may deem proper to



OPCMR

secure itself or to satisfy such claims. Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

## 16. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Commissioner of the Department of Property and Procurement.

## 17. TERMINATION

Either party will have the right to terminate this Contract with or without cause on Sixty (60) days advance written notice to the other party specifying the date of termination. In the event of termination without cause, the Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the Sixty (60) day notice.

## 18. PARTIAL TERMINATION

The performance of work under this Contract may be terminated by the Government, in part, whenever the Government shall deem such termination advisable by providing Sixty (60) days advance written notice to the Contractor. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the Sixty (60) day notice.

## 19. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

## 20. CONFLICT OF INTEREST

- (a) Contractor covenants that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (b) Contractor further covenants that it is:
  - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official); or an officer



OPCMR

- or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
- (2) a territorial officer or employee and, as such, has:
- (i) familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
  - (ii) not made, negotiated or influenced this Contract, in its official capacity; and
  - (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

## 21. NOTICE

Any notice required to be given by the Terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

### GOVERNMENT

Lisa Alejandro  
 Commissioner  
 Department of Property and Procurement  
 8201 Sub Base, Suite 4  
 St. Thomas Virgin Islands 00802

Jean-Pierre L. Oriol  
 Commissioner  
 Department of Planning and Natural Resources  
 Charles Wesley Turnbull Regional Public Library  
 4607 Tutu Park Mall  
 St. Thomas, VI 00802

### CONTRACTOR

Benjamin Schwartz  
 Member  
 Play Land Marine, LLC  
 8168 Crown Bay Marina  
 Ste. 505, PMB 430  
 St. Thomas, VI 00820

## 22. LICENSURE

The Contractor covenants that it has:



OPCMR

- (a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

### 23. OTHER PROVISIONS

Addenda I, II and III attached hereto are a part of this Contract and are incorporated herein by reference.

### 24. DEBARMENT CERTIFICATION

By execution of this contract, the contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT". In the event the Contractor or any subcontractor *misrepresents its eligibility to receive contract awards using federal funds*, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

### 25. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer department, board, commission, or other agency thereof, knowing such claims to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

### 26. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a *false, fictitious, or fraudulent claim is a federal offence*.

Contract No. P006PNRT25

Contractor's Initials: B.S.



OPCMR

## 27. INSURANCE

Contractor shall maintain the following insurance coverages during the term of this Contract:

- a. **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a “per occurrence” basis with a minimum limit of not less than one million dollars (\$1,000,000.00) for any one person per occurrence for death or personal injury and one million dollars (\$1,000,000.00) for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement.
- b. **PROFESSIONAL LIABILITY:** Professional liability insurance, in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than one million dollars (\$1,000,000.00) per claim. The Government shall be listed thereon as a certificate holder.
- c. **WORKERS’ COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

## 28. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.



OPCMR

The parties have hereunto set their hands on the day and year first set forth below:

**GOVERNMENT OF THE VIRGIN ISLANDS**

*J. Oriol* 04-Dec-2024  
 Jean-Pierre L. Oriol, Commissioner Date  
 Department of Planning and Natural Resources

*Lisa Alejandro* 12/17/2024  
 Lisa Alejandro, Commissioner Date  
 Department of Property and Procurement

*Benjamin Schwartz* 12/2/24  
 Benjamin Schwartz, Member Date  
 Play Land Marine, LLC

(Corporate seal, if Contractor is a corporation)

APPROVED AS TO LEGAL SUFFICIENCY  
 DEPARTMENT OF JUSTICE BY: *Sean P. Bailey, AAG* Date 12/17/2024

PURCHASE ORDER NO. \_\_\_\_\_

Contract No. P006PNRT25

Contractor's Initials: B.S.