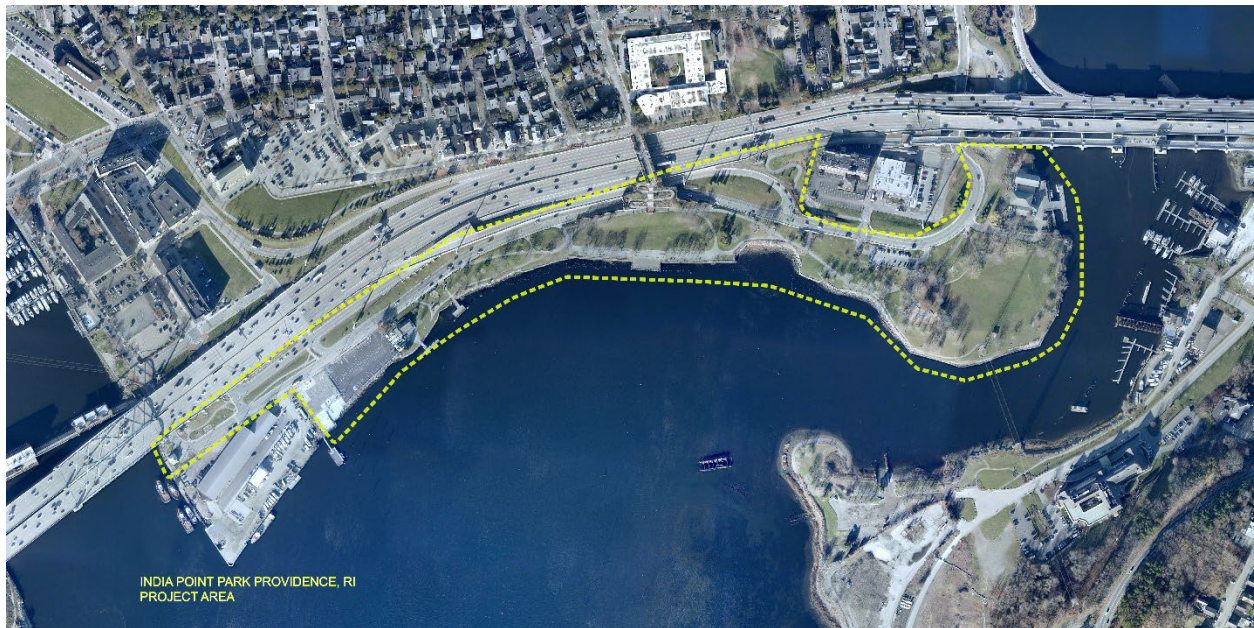




# India Point Park Resiliency Review and Feasibility Study



## REQUEST FOR PROPOSAL

*159 Waterman Street*  
Providence, RI 02906

January 9, 2025

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## **1.0 Introduction and Overview**

### **1.1 Statement of Purpose**

It is the intention of The Nature Conservancy (“Conservancy” or “TNC”) working with the City of Providence, Department of Public Parks (“Parks”), jointly the “Parties” to solicit Proposals for the India Point Park Resiliency Review and Feasibility Study. Those reviewing this Request for Proposal (“RFP”) are referred to as “Vendor”.

The Conservancy has offices in over 79 countries globally and all 50 states. Our mission is to conserve the lands and waters on which all life depends. Please visit [www.nature.org](http://www.nature.org) for more details on what the Conservancy does and where we work.

### **1.2 The Conservancy’s Procurement Process**

Procurement activities will be conducted without discrimination with all Vendors given fair treatment. The Conservancy reserves the right to reject any or all offers for any reason, waive technicalities, and pursue purchasing in a manner that is in the organization’s best interest and with a focus of selecting the most responsive bidder.

### **1.3 Conservancy's Obligations**

The Conservancy incurs no obligation or liability because of the issuance of this RFP or action by anyone relative to it.

### **1.4 Vendor's Obligations**

The Vendor must respond to all sections of this RFP and provide sufficient information to allow the Parties to evaluate the Proposal. By submitting its proposal, the Vendor agrees that any costs incurred by them in responding to this RFP, are the Vendor’s responsibility and may not be billed to the Conservancy.

If the Parties have any confusion or difficulty retrieving information from a Vendor’s proposal, the Conservancy may seek written clarification from the Vendor. Unless requested by the Conservancy, the Vendor will not be allowed to resubmit their proposal to the Conservancy.

The Vendor shall not use the names, logos, images, or any data or results arising from the anticipated contract for advertising without the Parties's prior written consent.

### **1.5 Proposal Pricing Structure**

The Conservancy requests an itemized fixed pricing proposal for this RFP. If a Vendor is selected for contract award and additional costs are presented during the contract negotiations or implementation, the Conservancy has the right to reject that Vendor.

### **1.6 Vendor Submission Requirements**

All proposal responses will follow the instructions indicated in Section 3. Vendors may insert hyperlinks to their website or online documentation as part of their response to reduce the size of their proposals.

**NOTE:** Such hyperlinks must go directly to the information required and Vendors must include which section on their website it can be found.

#### **1.6.1 Vendor Confirmation of Intent to Participate**

Upon reviewing the RFP packet, Vendors must submit their confirmation of intent to participate in this procurement process to the email address, [scomings@tnc.org](mailto:scomings@tnc.org) before the date and time indicated in Section 1.10.

#### **1.6.2 Nature of Proposals**

All material submitted in response to this RFP will become the property of the Conservancy and may be returned only at the option of the Conservancy and at the expense of the Vendor.

#### **1.6.3 Contractual Commitment of Proposal**

The contents of submitted Proposals will be considered obligations of the successful Vendor. Vendors should ensure that their proposals are valid throughout the RFP process and if selected for contract award, valid until the contract is executed. Vendors should not submit information that will not be incorporated into the Proposal and any contract that may result from such Proposal.

If there is any inconsistency between the terms herein and any other Conservancy contract documents, the other Conservancy contract document terms shall prevail.

#### **1.6.4 Submission of Vendor's Queries on the RFP**

All vendor queries must be submitted to the email address, [scomings@tnc.org](mailto:scomings@tnc.org). It is the Vendor's responsibility to seek clarification if they do not fully understand or may be interpreted in more than one way.

It is the Conservancy's policy to avoid situations that:

- Place it in a position where its judgment may be biased;
- Create an appearance of conflict of interest concerning rendering an impartial, fair, technically sound, and objective decision before selection; or
- Give an unfair competitive advantage to competing Vendors.

Therefore, to ensure an ethical and transparent procurement process, all inquiries or other communications regarding this RFP shall **exclusively be directed** to the TNC's local BU Procurement Contact: Scott Comings ([scomings@tnc.org](mailto:scomings@tnc.org) or 401.486.1278). Responses to Vendor queries received will be shared by e-mail with all Vendors who have confirmed their intent to participate. However, the Conservancy is not required to answer all questions that are not pertinent to the RFP or considered to be the Conservancy's proprietary information.

If the Vendor or its affiliates, officers, employees, agents, consultants, and subcontractors violate these restrictions, they will be disqualified from the RFP and their proposal rejected.

#### **1.6.5 Proposals Submission**

Vendors must submit their proposals via email to [scomings@tnc.org](mailto:scomings@tnc.org) on or before the submission due date and time indicated in Section 1.10. Any proposal received after that date and time shall be disqualified from proceeding to the evaluation stage.

If the Vendor experiences any issues sending their proposals, they should contact [scomings@tnc.org](mailto:scomings@tnc.org).

TNC will not accept hardcopy proposals.

**Bids are due by 5pm EST, prevailing time on February 3, 2025. The Conservancy will automatically reject any late submissions.**

## **1.7 Evaluation Process**

The Conservancy's evaluation process is based on a confidential scoring method involving ratings and weighted scores that will not be shared with the Vendors. In general, the Proposals will be evaluated by the Parties based on the following evaluation criteria:

- Non-Mandatory pre-bid will be held via Zoom on January 16, 2025 at 3 pm EST. Zoom link to be sent when intent to participate is received. (5%)
- Vendor's experience in successfully completing similar assignments. (20%)
- Vendor's experience working in the City of Providence. (5%)
- Proposed approach, methodology, and work plan. (35%)
- Proposed key personnel experience and qualifications. (10%)
- Women and minority owner business inclusion of at least 10% of Proposal cost. (5%)
- Proposed Pricing (20%)

The Parties will evaluate Vendor proposals in 4 stages:

### **1.7.1 Stage 1: Technical and Financial Proposal Evaluation**

A Technical Proposal refers to a Vendor's proposed resolution to a problem or assignment that includes a detailed description of the proposed approach, the requirements, and the resources needed to implement the proposed solution, among others.

The Parties will evaluate and compare all Vendors' Technical and Financial to Sections 2 – 4 of this RFP with the evaluation criteria set above and shortlist Vendors to proceed to Stage 2.

### **1.7.2 Stage 2: Interviews/Presentations**

This will be the interview/presentation session on the Vendor's offered proposals where the Vendors and the Parties can ask clarifying questions while going through the interview/presentation of the Vendor's proposal.

The Conservancy, at its discretion, may share any knowledge or data discussed during the presentation that is not considered confidential or proprietary to either party but will be beneficial for all participating Vendors that make it to this stage. TNC will shortlist the Vendors to proceed to Stage 3.

### **1.7.3 Stage 3: References**

With the successful conclusion of Stages 1 and 2 the Conservancy will check up to three references provided by the Vendor with a focus on project performance

(communication, meeting deadlines, change orders, and project satisfaction). TNC will shortlist the final Vendors to proceed to Stage 4.

#### **1.74 Stage 4: Negotiations Stage**

The Conservancy will clarify any other assignment requirements and may allow the Vendor to revise their Financial Proposal based on the negotiations agreed upon. The Conservancy will have the right to review and negotiate further such pricing before selecting a vendor for contract award.

**Note:** A contract award is not finalized until both parties mutually accept and sign the contract in writing. Suppose neither the Conservancy nor the Vendor reaches an agreement, the Conservancy reserves the right to rescind the award notification and either begin discussions with the second-ranked qualifying Vendor, re-start the RFP process, or terminate the project.

#### **1.8 Vendor Notification of Evaluation Outcome**

Successful and unsuccessful Vendors will be notified of the evaluation outcome in writing via email. The Conservancy shall not be obligated to provide specific details of any of the scores or results of the evaluation.

#### **1.9 Certificate of Insurance**

The Vendor shall purchase and maintain, at its own expense, insurance relative to the Construction Work as follows: (i) Commercial General Liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate; (ii) , Worker's Compensation insurance in an amount and form to meet all applicable requirements, including Employer Liability; (iii) Automobile Liability insurance covering vehicles owned, hired, and used by Provider (including its officers, directors, agents, and employees) with policy limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury, death of person, and property damage, along with other statutorily required automobile coverage; (iv) Professional Liability insurance covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million dollars (\$2,000,000) per claim and in the aggregate, and, if claim-based, remaining in effect for at least three (3) years from the date of completion of the Services. All insurance required to be purchased and maintained shall be obtained from insurance companies that are duly licensed or authorized in the State of Rhode Island. To the fullest extent permitted by law the Commercial General Liability, Automobile Insurance, and Professional Liability insurance shall include the Conservancy, City of Providence and the Board of Park Commissioners as an Additional Insured. The additional insurance coverage shall include a waiver of subrogation in favor of the Conservancy, City of Providence and the Board of Park Commissioners, shall be primary and non-contributory to any other valid and collectible insurance available to the

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Conservancy, City of Providence and the Board of Park Commissioners and shall apply to both ongoing and completed operations. Provider shall furnish the Conservancy with a certificate of insurance evidencing compliance with these requirements. No work shall commence pursuant to this agreement until such certificate of insurance have been provided. Provider shall have a continuing duty to provide certificates of insurance to the Conservancy evidencing compliance with these requirements at the time of any policy renewal or at any time requested by the Conservancy during the term of this agreement and for a period of three (3) years from the date of completion of the Construction Work.

Vendor shall post a performance and payment bond with a satisfactory surety company in a sum equal to one hundred per centum (100%) of the Agreement Price. All surety companies must be listed with the Department of the Treasury, Fiscal Services, Circular 570 (Latest Revision published by the Federal Register). All bonds shall be in accordance with RIGL 37-12-1 and RIGL 37-13-14.

The Vendor shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. If selected for contract award, the Vendor will then be required to add the Conservancy, City of Providence, and Board of Park Commissioners to its certificate of insurance before signing the contract.

### 1.10 Key RFP Timelines

The dates for each RFP requirement are as follows:

<b>Event</b>	<b>Date</b>	<b>Time and Zone</b>
Vendor's email confirmation of intent to participate	1/27/2025	5 PM EST
Non-Mandatory Zoom Pre-Bid Meeting (link will be provided with email confirmation of intent to participate)	1/16/2025	3 PM EST
Vendor submits any clarification queries	1/23/2025	5 PM EST
The Conservancy's Response to Vendor's Queries	1/27/2025	5 PM EST
<b>Proposal Due Date (with signed Conflict Inquiry Form - Appendix A)</b>	<b>2/3/2025</b>	<b>5 PM EST</b>
Vendor Interviews/Presentations	Week of 2/10/2025	N/A
Negotiation Phase	Week of 2/17/2025	N/A
Selection of Vendor for contract award	2/21/2025	N/A



## **2.0 Project Background**

The Conservancy is seeking qualified vendors to provide a refined statistical analysis and risk assessment study of future impacts from sea level rise and climate change at India Point Park in Providence, RI. The project's analysis shall result in effective adaptation and resiliency measure options for long-term, nature-based design solutions. The goal of the project is to inform future design and engineering towards enhancing and safeguarding this valuable public asset.

Technical analysis and evaluation of the project area shall include an assessment of existing ecological conditions and challenges to identify and inform potential shoreline restoration and adaptation opportunities. The entire shoreline infrastructure including hard and soft conditions shall undergo a refined statistical analysis in order to identify areas for resiliency and storm surge accommodations.

Shoreline restoration and/or adaptation could include the integration of natural and nature base features (NNBFs), including areas of living shoreline to support intertidal habitat, fringe marshes, enhancement or expansion of adjacent upland slopes and graded areas for restoration and re-vegetation and green and grey infrastructure for stormwater management including accommodation for flooding through landform creation.

The project shall also include innovation protective measures to allow for future safe and accessible public waterfront access.

The analysis is to include the future potential acquisition and inclusion of the former Shooters property to transform into additional 1.7 acres of park land and green space. (See Exhibit D for supplemental Information)

Located in the Northeast area of Providence at the confluence of the Seekonk and Providence Rivers, the 18-acre park comprises  $\frac{3}{4}$  miles of coastal shoreline whose marine edge is held in place by dry laid masonry wall and angled rip rap revetment. The park comprises vast areas of open space, mature plantings, pedestrian circulation and recent improvements to the playground, central promenade seating and gathering space, lighting and site furnishings throughout. At the headwaters to Narragansett Bay, India Point park is exposed to more frequent and severe tidal flood inundation and high wave energies, resulting in shoreline degradation including erosion and seawall compromise and soil salinization.

For additional information about the site conditions refer to Exhibits A - M.

### **2.1 Assignment Scope of Work (in order of priority for completion)**

- Develop refined database from analysis modeling on sea level rise and resultant flood vulnerabilities and provide summary report
- Assessment of shoreline characteristics
- Identify areas of coastline suitable for retrofit as intertidal ecosystem and habitat design feature and restoration means and methods

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- Conduct field analysis and testing of existing soils in areas identified for potential living shoreline retrofit applications and document results
- Provide multiple scenario cross sections of identified areas for intertidal habitat based on projected incremental coastline changes
- Assess potential integration of additional acreage of park land (RIDEM-former Shooters night club)
- Identify areas of parkland suitable to inform design and construction of a memorial to the Tockwotton Fox Point Cape Verdean Heritage Project.
- Project to result in design directive to achieve WEDG verification for waterfront resilience.

### **2.2 Required Experience and Qualifications**

- The selected Vendor shall include experienced coastal restoration and adaptation professionals with expertise in habitat restoration research and data collection. Specifically, ecological and natural resource scientists, environmental and marine engineers and hydrologists who will provide expertise to inform the design and planning of ecological restoration at the shoreline.
- Experience with geospatial data and technology, including refined data collection, management, analysis, data review, collaboration, and advanced visualization, mapping, and 3D modeling
- Three references and descriptions along with reviews (provide contact information) of prior comparable work.

#### **2.2.1 Mandatory Requirements for the Vendor**

The Vendor will be required to demonstrate the following mandatory requirements. Failure to do so will lead to disqualification of the Vendor from the RFP process.

- Names and experience of proposed lead, staff and sub-contractors.
  - Project leader must have a minimum of 5 years experience working on similar assignments.
  - Project analysts and engineers must have a minimum of 3 years experience working on similar assignments.
- Experience successfully completing at least three similar assignments.
- Proposed approach, methodology, and work plan.
- Itemized Project Cost estimate

**3.0 Proposal Format**

The Vendor’s proposal will be submitted as either a PDF document in line with the two-part submission below:

- i. Technical Proposal
- ii. Financial Proposal

**NOTE: Please omit all pricing information from the Technical & Functional Proposal. Include pricing information only in the Financial Proposal.**

Please refer to the guidance provided in the table below:

Proposal	Requirement	Content
Technical Proposal	Executive Summary	<ul style="list-style-type: none"> <li>Provide an overview of the Vendor and if applicable, details of the parent and subsidiary Vendors.</li> </ul>
	Vendor’s Response to the Scope of Work	<ul style="list-style-type: none"> <li>Detailed, thorough solutions (proposed methodology and techniques) to the requirements listed in Section 2 and/or attached in Section 4; and</li> <li>Workplan/implementation plan including number and roles of proposed staff, detailed calendar schedule, and project start date considering contract and project deadlines</li> </ul>
	Pre-qualification (Mandatory) requirements	<ul style="list-style-type: none"> <li>Vendors must demonstrate that they meet the mandatory requirements indicated in Sections 2.2 and 2.2.1. Failure to do so shall lead to disqualification.</li> </ul>
	Experience	<ul style="list-style-type: none"> <li>A list and description (dollar value, number of change orders, overview of work completed, duration, and any other pertinent information) of similar projects completed in the last 5 years.</li> </ul>
	References	<ul style="list-style-type: none"> <li>The names of at least 3 client organizations (ideally other nonprofit or government organizations besides TNC) to whom similar services were provided. This should include:                             <ul style="list-style-type: none"> <li>Telephone numbers, e-mail addresses, name, and designation of the point of contact; and</li> <li>Dollar value, type of contract, number of change order, duration, and description of similar goods and/or services provided.</li> </ul> </li> </ul>
	Subcontractors	<ul style="list-style-type: none"> <li>Provide a complete list of all subcontractors that will work on the Contract if the Vendor is selected for contract award;</li> <li>A Letter of Intent describing a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project; and</li> </ul>

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Proposal	Requirement	Content
		<ul style="list-style-type: none"> <li>• Signed Conflict Interest Forms and Non-Disclosure Agreements from all participating subcontractors. These should be submitted together with the Proposal submissions.</li> </ul>
	Legal Action Summary	<ul style="list-style-type: none"> <li>• A statement as to whether there are any outstanding legal actions or potential claims against the Vendor and a brief description of any action taken;</li> <li>• A brief description of any settled or closed legal actions or claims against the Vendor over the past five (5) years. This should include the court, case name, complaint number, and a brief description of the final ruling or determination; and</li> <li>• In instances where litigation is ongoing and the Vendor has been directed not to disclose information by the court, provide the name of the judge, court, and the location of the court.</li> </ul>
	Required Forms and Certifications	<ul style="list-style-type: none"> <li>• Finalist Vendor(s) may be required to complete the Supplier Diversity and Sustainability Tool. This will be shared in a separate email;</li> <li>• Where applicable, submit a copy of a valid certificate if the Vendor is a certified woman-owned, minority-owned, veteran, disabled-veteran, LGBTQ+ status, or a combination thereof. The certificate must provide the name of the certifying body along with the certification number and expiration date; and</li> <li>• Signed and completed forms whose links are provided under Section 4.</li> </ul>
	TNC Standard Clauses	<ul style="list-style-type: none"> <li>• TNC requires a set of clauses to be incorporated into any agreement we execute with vendors. The clauses and draft agreement are attached under Section 4; and</li> <li>• Vendors shall review the clauses and draft agreement and indicate in their proposal, whether they “accept” or “accept with revision”. If any are “Accepted with Revision”, Vendors are required to send those revisions in a red-line format as part of their proposal submission</li> </ul>
	Costs Breakdown	<ul style="list-style-type: none"> <li>• The Proposal shall contain all costs associated with this assignment including remuneration of Key and Non-Key Personnel and any reimbursable costs; and</li> <li>• The Proposal shall contain Vendor’s approach to change orders.</li> <li>• The Proposal shall contain the completed Itemized Bid Sheet found in Section 3.1.</li> <li>• The Proposal may include a commonly accepted method to prove its fiscal integrity. The Vendor may submit independently audited financial statements like the Profit</li> </ul>

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Proposal	Requirement	Content
		and Loss statement and Balance Sheet, for the last two (2) years. <ul style="list-style-type: none"> <li>•</li> </ul>
Financial Proposal	Performance and Payment Bond	Vendor shall post a performance and payment bond with a satisfactory surety company in a sum equal to one hundred per centum (100%) of the Agreement Price. All surety companies must be listed with the Department of the Treasury, Fiscal Services, Circular 570 (Latest Revision published by the Federal Register). All bonds shall be in accordance with RIGL 37-12-1 and RIGL 37-13-14.
	Payment Terms	<ul style="list-style-type: none"> <li>• TNC's applicable payment terms are <b>net 30 (calendar days)</b></li> </ul>
	Retainage	<ul style="list-style-type: none"> <li>• The Conservancy shall retain 5% of all pay requests paid during the Project. The final payment will be released when all the work has been completed, inspected, and approved by the Conservancy or its representative and all closeout documents, warranties and as-built plans have been received and approved by the Conservancy.</li> </ul>
	Taxes	<ul style="list-style-type: none"> <li>• The Vendor, its sub-consultants, and Experts are responsible for identifying the applicable taxes for this assignment as well as meeting all tax liabilities arising from this assignment; and</li> <li>• The Vendor shall break down all the applicable taxes related to the assignment.</li> </ul>

**3.1 Itemized Bid Sheet**

*Task 1:* Develop refined database from analysis modeling on sea level rise and resultant flood vulnerabilities and provide summary report:

Cost breakdown Task 1: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total cost Task 1: \_\_\_\_\_

*Task 2:* Assessment of shoreline characteristics:

Cost breakdown Task 2: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total cost Task 2: \_\_\_\_\_

*Task 3:* Identify areas of coastline suitable for retrofit as intertidal ecosystem and habitat design feature and restoration means and methods:

Cost breakdown Task 3: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total cost Task 3: \_\_\_\_\_

*Task 4:* Identify areas of parkland suitable to inform design and construction of a memorial to the Tockwotton Fox Point Cape Verdean Heritage Project:

Cost breakdown Task 4: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total cost Task 4: \_\_\_\_\_

*Task 5:* Conduct field analysis and testing of existing soils in areas identified for potential living shoreline retrofit applications and document results:

Cost breakdown Task 5: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total cost Task 5: \_\_\_\_\_

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*Task 6:* Provide multiple scenario cross sections of identified areas for intertidal habitat based on projected incremental coastline changes:

Cost breakdown Task 6: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total cost Task 6: \_\_\_\_\_

*Task 7:* Assess potential integration of additional acreage of park land (RIDEM- former Shooters night club):

Cost breakdown Task 7: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total cost Task 7: \_\_\_\_\_

*Task 8:* Project to result in design directive to achieve WEDG verification for waterfront resilience:

Cost breakdown Task 8: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total cost Task 8: \_\_\_\_\_

*Profit:* \_\_\_\_\_

*Contingency:* \_\_\_\_\_

**Total cost of proposal:** \_\_\_\_\_

**3.2 Women and Minority Owned Business Documentation:**

Please list all Women and Minority Owned businesses (WMBE) who are subcontracted on the project and dollar amount of subcontract. Also include total dollar amount of WMBE subcontracted for this project. A good faith effort should be made to reach 10% WMBE of the total proposal cost.

**4.0 RFP Appendices**

**4.1 Appendix A: Conflict Inquiry Form**

Attached as a separate document

**4.2 Appendix B: TNC's Standard Contract Clauses**

Attached as a separate document



## 5.0 RFP Exhibits

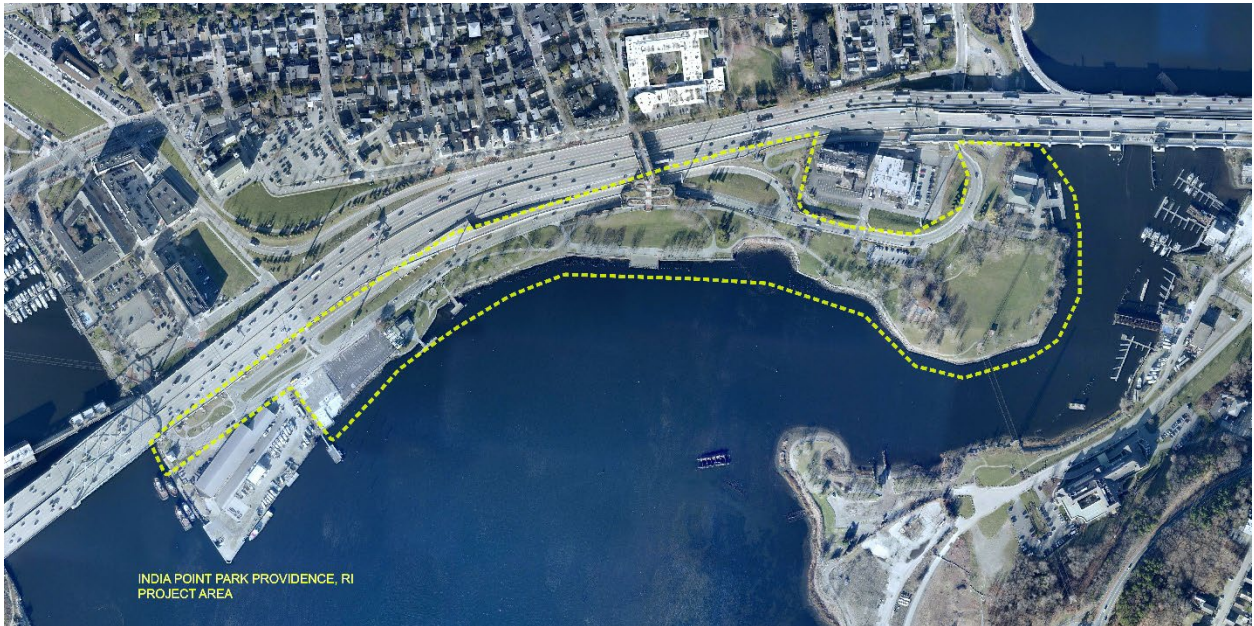


Exhibit A - Project Area

For additional Exhibits listed below go to the following box link: [RFP Exhibits Link](#)

Exhibit B - India Point Park Concept Plan

Exhibit C - India Point Park Shoreline Improvements

Exhibit D - Shooters Property Supplemental Information

Exhibit E - India Point Park Proposed Boat Dock

Exhibit F - Narragansett Bay Commission Combined Sewer Overflow Plan Set

Exhibit G - Proposed Cape Veridian Memorial

Exhibit H - India Point Park Original Site Plan

Exhibit I - India Point Park Playground plan set

Exhibit J - India Point Park DOT India Pt Soil analysis IWAY

Exhibit K - India Point Park Ceremonial Pier Construction

Exhibit L - India Point Park Ferry Terminal

Exhibit M - India Point Park Electrical Plans 2024