

February 26, 2025

Mr. Ray Winn, Open Space Planner
Arapahoe County Open Spaces
6934 South Lima Street, Suite A
Centennial, Colorado 80112

RE: Kiowa Creek North Open Space Project

Dear Mr. Winn,

The following documents describe ERO Resources Corporation's (ERO) scope of work, timeline, and changes to cost that have occurred since January 2023 for the Kiowa Creek North Open Space Project in Arapahoe County, Colorado. Stream Landscape Architecture (Client) on behalf of Arapahoe County Open Spaces contracted ERO to perform environmental services (Task 1 through Task 6) for the Kiowa Creek North Open Space property in Arapahoe County, Colorado.

ERO originally provided a Scope of Work in August 2022, which included wetlands mapping, Endangered Species Act compliance, a cultural resource file and literature review, and the preparation of a Nationwide 404 Permit authorization for potential wetland impacts. In June of 2023, ERO completed a wetland delineation to identify wetlands and other waters that may be subject to the jurisdiction of the U.S. Army Corps of Engineers (Corps) under Section 404 of the Clean Water Act. ERO found that 1.27 acres of wetlands and 3.58 acres of waters along Kiowa Creek would likely fall under the jurisdiction of the Corps, and any impacts resulting from the discharge of dredge or fill material into the wetlands or waters would be subject to a Section 404 permit from the Corps. ERO also determined that the property does not contain suitable habitat for any species protected by the Endangered Species Act.

Over the course of late 2023 and early 2024, ERO worked with the project team during the infrastructure design process to understand and document potential wetland impacts that would be subject to a Section 404 permit. Based on the proposed designs, the project would result in 0.161 acres of temporary impacts and 0.041 acres permanent impacts to regulated wetlands and waters. Once the proposed design was complete and potential impacts were understood, ERO initiated contact with the Corps on October 3, 2024, to prepare for the submittal of a preconstruction notification (PCN), and to request confirmation of a proposed Area of Potential Effects (APE) for cultural resources.

Based on our long-term experience with previous permits, ERO anticipated that the Corps would limit their APE using a typical definition of the bridge crossing plus a 100-foot buffer and any access and staging areas. Instead, in November 2024, the Corps uncharacteristically requested a Class III cultural resource survey and defined their APE as the entire open space parcel. As part of the Section 404 permitting process, the Corps is required to comply with Section 106 of the National Historic Preservation Act (NHPA). Compliance under Section 106 requires the implementation of regulations under 36 Code of Federal Regulations (CFR) Part 800 by undertaking a "reasonable and good faith effort" to identify historic properties (defined as listed in or eligible for listing in the National Register of Historic Places [NRHP]) within the APE. Documented cultural

resources are evaluated for their eligibility (i.e., significance) to be listed in the NRHP. Native American archaeological sites are evaluated under Criterion D (36 CFR 60.4) which asks: “will this site tell us anything important about the past?” For buried archaeological sites, subsurface testing is necessary to determine what is subsurface and if the archaeological material is going to answer important questions about the past.

ERO conducted the requested Class III surveys in December 2024 and January 2025, working when weather conditions allowed. In January 2025, ERO completed the Class III survey and documented one new historical site (5AH4071), four isolated Native American artifacts, and partially documented one new subsurface Native American site (5AH4070). The isolated artifacts and site 5AH4071 are not significant and ERO recommends no further work for these resources. Site 5AH4070 was discovered during shovel tests that were conducted in undisturbed sediments in the APE that had potential for buried cultural materials and below the location of the proposed road.

With the initial discovery of site 5AH4070, the shovel tests were only able to confirm the presence of a buried site, but did not confirm whether or not significant subsurface cultural material is present. Shovel tests are small 40 centimeter (cm) diameter holes that allow archaeologists to quickly determine if subsurface cultural deposits are present. Test Units are excavated by hand stratigraphically or in 10 cm intervals and provide more precise information about the integrity and significance of those deposits. Site 5AH4070 requires additional evaluative testing to determine whether the site contains significant buried cultural materials and whether it is eligible for the listing in the NRHP for compliance with Section 106 (Task 9). ERO proposes to conduct the required evaluative testing in late February 2025.

The extent of the site’s boundary and significance is unknown until further testing, however, the current boundaries of the site overlap with the proposed roadway and grading east of Kiowa Creek and therefore could be adversely affected by the project grading plans.

Environmental Permitting Timeline

Date	Event	Task
January 2023	Contract and Project Initiation	N/A
June 2023	ERO conducted wetland delineation and habitat assessment	Task 2
Late 2024 – Mid 2025	Coordination with project team to understand potential impacts of proposed project	Tasks 1 and 2
October 2024	ERO initiated coordination with Corps for a preconstruction notification	Task 2
November 2024	Corps requests Class III Survey	Task 7 and 8
December 2024	ERO begins Class III surveys of the APE	Task 9
January 2025	ERO completes Class III survey of the APE	Task 9
February 2025	ERO conduct evaluative testing	Task 9

With concurrence from Arapahoe County and Stream, ERO proposes to conduct the next necessary cultural resource investigations (evaluative testing) of the Native American site as soon as possible. To accommodate this unexpected project cost, ERO proposes to reallocate our existing, remaining budget for future trails-related tasks. These are tasks associated with final trail layout and design and construction administration. While these trails-related tasks will still be necessary, they are not active at this time and will not occur until the project is ready to proceed to construction. To that end, ERO proposes to reallocate funds as follows:

1. Move budget *from* trails-related tasks –
 - a. Task 5 – Trail System Design/Layout
 - b. Task 6 – Bike Use Layout
 - c. Task 7 – Proposed Use Modification
 - d. Task 8 – Construction Administration
 - e. Amount: \$24,000.00
2. Move budget *to* cultural survey task –
 - a. Task 9 – Cultural Resource Survey
 - b. Cost estimate: \$22,700.00
 - c. Amount: \$24,000.00

Based on the results of the evaluative testing and actual costs, ERO will work with Arapahoe County and Stream to determine next steps.

Please let me know if you have any additional questions related to the ongoing permitting process and anticipated next steps.

Sincerely,



Bill Mangle
Natural Resource Planner/Principal

Attachments:

- Original Scope of Work for All Environmental Services
- 12/2024 Scope of Work for Cultural Resource Surveys
- 2/2205 Scope of Work for Cultural Resource Surveys

SUBCONSULTANT AGREEMENT

Project: Arapahoe County – Kiowa Creek North Open Space

Sub Consultant: ERO Resources

Consultant Discipline: Environmental Services and Trail Planning

Date: January 4, 2023

Prime Consultant:



SUBCONSULTANT AGREEMENT

This AGREEMENT is made and entered into this **January 4, 2023**, by and between STREAM LANDSCAPE ARCHITCTURE (PRIME CONSULTANT) and **ERO Resources** (SUBCONSULTANT) in reference to the **KIOWA CREEK NORTH OPEN SPACE PROJECT** (PROJECT). SUBCONSULTANT acknowledges that this AGREEMENT is subject to the terms and conditions of STREAM LANDSCAPE ARCHITECTURE's contract with Arapahoe County (PRIME AGREEMENT).

STREAM LANDSCAPE ARCHITCTURE herewith delegates certain responsibilities to SUBCONSULTANT to provide professional services in connection with the PROJECT. STREAM LANDSCAPE ARCHITCTURE will be the general administrator and coordinator of SUBCONSULTANT's services for the PROJECT, and will facilitate the exchange of information among the independent professional associates and consultants employed by STREAM LANDSCAPE ARCHITCTURE for the PROJECT as reasonably necessary for the coordination of their services.

ARTICLE 1 - SCOPE OF WORK

The professional services which STREAM LANDSCAPE ARCHITCTURE has employed SUBCONSULTANT to perform under this AGREEMENT are described in the attached **Exhibit 'A' – ERO Resources Corporation Scope of Work for Kiowa Creek North, Arapahoe County, Colorado**

ARTICLE 2 - COMPENSATION

- A. STREAM LANDSCAPE ARCHITCTURE agrees to pay SUBCONSULTANT for services performed thereunder on an all-inclusive lump sum basis in no case shall the total amount exceed **FIFTY-TWO THOUSAND SEVEN HUNDRED DOLLARS (52,700.00)** except by written amendment to this AGREEMENT. In the event there are significant and material changes in the PROJECT scope, as determined by the PRIME AGREEMENT, the SUBCONSULTANT's fee shall be reviewed for appropriate modification. In determining increases or decreases of the fee, the actual increase or decrease in services involved will be considered. No fee increases will be given for changes which are due to errors or omissions of the SUBCONSULTANT.
- B. SUBCONSULTANT shall submit monthly statements for services rendered (percent of task complete or actual man-hours) and authorized expenses incurred through the statement period. STREAM LANDSCAPE ARCHITCTURE will bill OWNER monthly for services and expenses rendered, including statement received from SUBCONSULTANT, before the last day of the previous month, and will pay SUBCONSULTANT statements within 30 days after receiving said payment from OWNER.
- C. Records of the SUBCONSULTANT's direct personnel, consultant, and reimbursable expenses pertaining to this PROJECT and records of accounts between STREAM LANDSCAPE ARCHITCTURE and SUBCONSULTANT shall be kept on a generally recognized accounting basis, and shall be available to STREAM LANDSCAPE ARCHITCTURE and OWNER, or their authorized representatives, at mutually convenient time for three years after the final payment under this AGREEMENT.

ARTICLE 3 - GENERAL CONDITIONS

- A. SUBCONSULTANT or STREAM LANDSCAPE ARCHITCTURE may terminate this AGREEMENT upon written notice to the other party, and termination will become effective fourteen days following receipt of such notice. At the sole option of STREAM LANDSCAPE ARCHITCTURE, this AGREEMENT will terminate automatically upon termination of the PRIME AGREEMENT. STREAM LANDSCAPE ARCHITCTURE will promptly notify SUBCONSULTANT of such termination. SUBCONSULTANT shall be paid for all services rendered up to the effective date of termination, to the extent specific allocation is provided therefore in the PRIME AGREEMENT.

- B. *Insurance:* During the performance of the work defined by this AGREEMENT, and for the period of time after completion of the work defined in the PRIME AGREEMENT, SUBCONSULTANT, acting as an independent contractor, shall procure and keep in full force and effect the minimum insurance coverages as specified by the PRIME AGREEMENT.

Each type of insurance procured by SUBCONSULTANT shall provide coverage for all claims arising out of, or in connection with, any operations, work or services performed under this AGREEMENT by SUBCONSULTANT, his/her employees, subconsultants.

Certificates of Insurance showing required coverages described above shall be provided to STREAM LANDSCAPE ARCHITCTURE within two weeks of the time of execution of this AGREEMENT. STREAM LANDSCAPE ARCHITCTURE will provide SUBCONSULTANT with same.

- C. *Indemnification:* SUBCONSULTANT shall indemnify and save STREAM LANDSCAPE ARCHITCTURE and OWNER harmless from and against claims, demands, liabilities, damages, suits, actions, or causes of action of any kind, nature or description, as a result of a negligent error, omission or act, which may be brought or

asserted against STREAM LANDSCAPE ARCHITCTURE and/or OWNER, on account of the work performed by SUBCONSULTANT under this AGREEMENT, together with any and all liability alleged to accrue against STREAM LANDSCAPE ARCHITCTURE, OWNER, or either of them, an on account thereof. SUBCONSULTANT indemnity shall be consistent with C.R.S. 13-50.5-102(8).

- D. *Delegation of Duties:* This AGREEMENT is for the expert professional services of the SUBCONSULTANT, and SUBCONSULTANT shall not delegate any of its duties or responsibilities thereunder, save and except with the express written consent of STREAM LANDSCAPE ARCHITCTURE, which may be withheld at the sole discretion of STREAM LANDSCAPE ARCHITCTURE.
- E. *Controlling Law:* This AGREEMENT is to be governed by the laws of Colorado.
- F. *Successors and Assigns:* SUBCONSULTANT and STREAM LANDSCAPE ARCHITCTURE are hereby bound, and the partners, successors, executors, administrators, and legal representative of SUBCONSULTANT and STREAM LANDSCAPE ARCHITCTURE are hereby bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators, and legal representatives (and said assign) of such other party, in respect of all covenants, agreements and obligation of this AGREEMENT.

SUBCONSULTANT shall not assign, sublet or transfer any rights under or interest in this AGREEMENT including, but without limitation, moneys that become due or moneys that are due, without the written consent of STREAM LANDSCAPE ARCHITCTURE, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT.
- G. *Changes in AGREEMENT:* No changes shall be made in this AGREEMENT except as agreed to in writing by SUBCONSULTANT and STREAM LANDSCAPE ARCHITCTURE.
- H. *Equal Employment Opportunity:* In connection with the performance of work under this AGREEMENT, SUBCONSULTANT agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, color, religion, sex, age, national origin or ancestry; and further agrees to insert the foregoing provision in all subcontracts thereunder.
- I. *Severability:* Any provision of this AGREEMENT later held to violate a law or regulation shall be deemed void, and all remaining provision shall continue in force. However, SUBCONSULTANT and STREAM LANDSCAPE ARCHITCTURE will in good faith attempt to replace an invalid provision with one that is valid and enforceable, and which comes as close as possible to achieving the original intent.
- J. *Independent Contractor:* The SUBCONSULTANT is an independent contractor, and nothing herein contained shall designate any of its employees or agents as agents or employees of STREAM LANDSCAPE ARCHITCTURE.

ARTICLE 4 - SUPPLEMENTARY DOCUMENTS

The following documents are attached and/or incorporated herein and made part of this AGREEMENT.

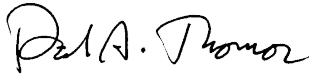
- **Exhibit 'A' – ERO Resources Corporation Scope of Work for Kiowa Creek North, Arapahoe County, Colorado**
- **PRIME AGREEMENT (Arapahoe County) – Kiowa Creek North Design Services Agreement 22-43.**

IN WITNESS WHEREOF, the parties hereto have made and executed, through their lawfully empowered representatives, this AGREEMENT as of the day and year first written above.

Stream Landscape Architecture
899 Logan Street #500
Denver, Colorado 80203

ERO Resources
1842 N. Clarkson Street
Denver, CO 80218

Signature:



Paul Thomas/ Vice President

Date

Jan. 18, 2023

Signature:



Name / Title

William Mangle/Vice President

Date

1/16/2023

ERO Resources Corporation Scope of Work for Kiowa Creek North Arapahoe County, Colorado

August 16, 2022

Summary

Stream Landscape Architecture (Client) has asked ERO Resources Corporation (ERO) to prepare this Scope of Work (SOW) to perform the environmental services discussed below for the Kiowa Creek North Open Space property in Arapahoe County, Colorado. ERO will perform the following tasks to assist the Client in environmental clearances necessary for the project.

The proposed project will likely require a Clean Water Act (CWA) Section 404 permit from the U.S. Army Corps of Engineers for the proposed project. As part of obtaining Section 404 CWA permit authorization from the Corps, the project must also comply with the Endangered Species Act (ESA) and National Historic Preservation Act (NHPA). This SOW outlines the tasks associated with the anticipated permitting of the project.

Task 1. Identify and Map Wetlands, Open Water, and Channels

A qualified ERO ecologist will delineate all wetlands, open waters, and channels within the project area that may be under U.S. Army Corps of Engineers (Corps) jurisdiction through Section 404 of the Clean Water Act. Wetlands will be delineated following the methods in the revised online version of the Corps' Wetland Delineation Manual (1987) and the appropriate regional supplement. Open water and channels will be determined based on the presence of an ordinary high water mark as defined in 33 CFR Part 328. ERO will map the boundaries of wetlands, open water, and channels to submeter accuracy using a Global Positioning System (GPS) unit or, when appropriate, boundaries will be mapped onto an appropriately scaled aerial photograph. ERO will incorporate the wetland boundaries into project base mapping provided by the Client and will send the Client a revised base mapping file that includes a layer with the boundaries of wetlands, open water, and channels.

Products

- Electronic file with boundaries of wetlands and open water delivered to the Client via email.
- Routine wetland determination forms in PDF format delivered to the Client via email.

Assumptions

- Performing the delineation is weather dependent. The ground must be free of snow, and in most instances, the soils must be unfrozen to collect the needed soil data.
- The Client will provide topographical survey mapping data and/or aerial photography.
- The Client will arrange and provide written permission to access the project area.

- Changes to the boundaries of the project area will require additional effort and ERO will coordinate with the Client to determine if changes in the scope or budget are necessary.
- A wetland functional assessment is not included in this scope of work.
- The routine method of areas equal to or less than 5 acres in size will be used. If the Corps requires the method for areas greater than 5 acres in size, a new scope will be prepared.

Task 2. Endangered Species Act and Migratory Bird Treaty Act Compliance

Under this task, qualified ERO ecologists will conduct a habitat assessment for federally listed threatened and endangered species within the project area in conjunction with Task 1. Habitat will be assessed based on vegetation types and habitat quality. Based on ERO's current knowledge of the area, potential habitat for federally threatened or endangered species is not present within the project area. ERO will also note other regulated natural resources that may affect the project, such as raptor or other migratory bird nests protected by the Migratory Bird Treaty Act. ERO will provide the Client with a map of any identified nests or other natural resources that may be of concern.

Task Products

- Notes on regulated resources, if present, delivered to the Client via email.

Task Assumptions

- No threatened or endangered species habitat occurs in the project area.

Task 3. Cultural Resource File and Literature Review

As part of the Section 404 permitting process, the Corps is required to comply with Section 106 of the National Historic Preservation Act (NHPA). If a 404 permit is required, ERO will conduct a Class I review, or cultural resource file and literature search, of the project area with the Office of Archaeology and Historic Preservation (OAHP) in order to identify previously conducted cultural resource inventories and previously documented cultural resources in the project area. If the file search indicates any portions of the project area have not yet been surveyed, additional records would be consulted to identify potential for archaeological and historical structural resources. Additional records include general land office (GLO) records, county assessor records, cadastral surveys, master plats, and historical records.

ERO will summarize the results of the file search and prepare a preliminary project effects recommendation for the Corps' review. Based on the file search and site conditions, ERO will assist with determining if any additional investigations are necessary to consult with the State Historic Preservation Officer (SHPO) on potential project effects to cultural resources per Section 106 of the NHPA. The results of the file and literature review will be summarized in a memorandum.

Task Products

- Cultural file and literature review memorandum.

Task Assumptions

- No Class III cultural resources survey or report is included.

- Additional reporting requirements are at the discretion of the Corps to maintain compliance with Section 106 of the NHPA. Should additional efforts be required, ERO will provide a revised scope of work for the additional tasks deemed necessary by the Corps.

Task 4. Prepare Request for Nationwide 404 Permit Authorization

If any jurisdictional wetlands or open water are impacted by the project, ERO will prepare a Pre-Construction Notification (PCN) as part of the request for authorization under one or more Nationwide Permits (NWP). The PCN will include a summary of the wetland delineation, threatened and endangered species, cultural resources, and information on grading and structures provided by the Client.

ERO will coordinate with the Client on what other information ERO requires for the submittal to the Corps. Typical information includes plan and profile views, cross sections, figures showing and quantifying impacts to jurisdictional areas, quantities of fill material below the ordinary high water mark, details, background information on other approval requirements (e.g., those of the Federal Emergency Management Agency), and a discussion of the purpose of, and need for, the project.

Task Products

- Draft pre-construction notification submitted to the Client via e-mail.
- Final pre-construction notification submitted to the Client and Corps via e-mail.

Task 5. Revegetation and Design Assistance

An ERO ecologist will work with the Client to minimize impacts to wetlands and riparian habitat as much as possible. ERO will coordinate with the Client and project team to develop ecological goals and restoration strategies and to address overall site enhancement and restoration of the ecological conditions within the project area. ERO's ecologist will meet with the project team during design to discuss the proposed recreational improvements and proposed approaches for grassland, wetland, and riparian establishment. This would include providing alternatives that would minimize impacts to high-quality vegetation and wildlife habitat and would aim to provide the most lift and creation of ecological habitats.

Task Products

- Revegetation recommendations delivered to the Client via email.
- Input into the overall design and mitigation plan.

Task Assumptions

- The Client will provide wetland mitigation and overall revegetation management plan to ERO for review.

Task 6. Project Management, Coordination, and Meetings

This task includes items associated with project coordination such as team communication through emails and phone calls, project management, and quality assurance. ERO will coordinate with the Client on schedule, design, and other project-related matters via telephone and email. ERO will ensure all

documents and figures are reviewed for technical and editorial accuracy. ERO will also attend up to five progress meetings with the project team.

Products

- Participate in five virtual meetings with the Client.

Estimated Costs

Tasks 1 through 6 will be completed on a time-and-materials basis for a fixed fee basis of \$17,700.00, including expenses billed at cost plus 8% (see below for breakout).

Task 1.	Identify and Map Wetlands, Open Water, and Channels	\$4,500.00
Task 2.	Endangered Species Act and Migratory Bird Treaty Act Compliance	\$1,500.00
Task 3	Cultural Resource File and Literature Review	\$1,200.00
Task 4.	Prepare Request for Nationwide Permit Authorization	\$4,500.00
Task 5.	Revegetation and Design Assistance	\$3,500.00
Task 6.	Project Management, Coordination, and Meetings	\$2,500.00
Total including expenses		\$17,700.00

**Exhibit 'A' Continued – Trail Planning Scope
ERO Resources Corporation Scope of Work for Kiowa Creek North, Arapahoe
County, Colorado**

Base Scope – ERO Trails Assistance

Project startup and kickoff

- Kickoff meeting with design team and client
- ERO internal project management

Trail System Layout

ERO will assist Stream and the client with final layout and configuration of all trails (crusher fine and natural surface), taking into account desired uses, natural resources, slope, and stream crossings.

- One-day field reconnaissance with design team
- 4 meetings with design team/client
- Sketch-up of proposed modifications

Natural Surface Trail Design

ERO will develop final alignment of natural surface loop trail(s) in the field, to prepare for bidding and construction. This assumes a multi-purpose tread (equestrian and bike) that meets standard design and sustainability guidelines for grade, drainage, etc. Based on the master plan, this includes about 3 miles of trail.

- Field layout and GPS of proposed trail alignment, preparation of map
- Field review of proposed alignment with client
- Design and flagging of final alignment (lightly flagged at approx. 100' intervals)
- Definition of the location and quantity of constructed trail features (turns, stream crossings, etc.)
- Map and spreadsheet defining the location and quantities of trail tread and features for bidding and construction

Additional Scope Items – ERO Trails Assistance

Bike-use Optimization

ERO will locate and define opportunities for enhanced trails and trail features that are desirable for beginner to intermediate level mountain bikers. This is anticipated to occur within or adjacent to the primary natural surface trail corridor, including two side-loops in suitable locations. Assumes approx. 1.5 miles of additional "singletrack" trail tread.

- Field layout and GPS of proposed trail bike enhancements, preparation of map
- Field review of proposed enhancements with client
- Design and flagging of final alignments (lightly flagged at approx. 100' intervals)
- Definition of the location and quantity of constructed trail features (turns, berms, roll-overs, stream crossings, etc.)
- Map and spreadsheet defining the location and quantities of trail tread and features for bidding and construction

Proposed Trail Use Modification

ERO will work with the design team and client to reconsider the proposed trail configuration and use from the master plan. This is based on questions about the expected demand for beginner-level

mountain bike use from nearby subdivisions, and questions about the long-term feasibility of trail use designations proposed in the master plan.

- Work with design team and client to discuss use objectives, and new considerations
- Additional outreach to local communities (including subdivisions) regarding anticipated trail use
- Provide sketch-up of proposed trail system modifications
- One-day site visit with client to discuss trail system modifications
- Same field design elements listed above (i.e., approx. 3 miles of trail located in the field)

EXHIBIT 'A' CONTINUED – TRAIL PLANNING SERVICES FEE

Base Scope

Project Startup and Kickoff -	\$500
Trail System Layout -	\$4,000
Nat Surf Trail Design -	\$9,000

Additional Scope

Bike Use Layout -	\$8,500
Proposed Use Modification -	\$7,000

Construction Administration (Added by Stream) \$6000

The additional scope is considered to be added to the base scope, though there are definitely efficiencies with combining field surveys. The “use modification” is a bit of an unknown, since it may or may not involve multiple, iterative community meetings and approvals (this assumes a moderate level of us helping you through that process).

ERO Resources Corporation

Scope of Work for

Kiowa Creek North Open Space Cultural Resource Survey

Kiowa County, Colorado

December 9, 2024

Background

ERO Resources Corporation (ERO) is pleased to provide this Scope of Work (SOW) and cost estimate for the Kiowa Creek North Open Space project to Stream Landscape Architecture (Client). The proposed project will require a Clean Water Act Section 404 permit from the US Army Corps of Engineers (Corps) which also requires compliance with Section 106 of the National Historic Preservation Act. ERO coordinated with the Corps to determine the area of potential effects (APE) for the project and the Corps determined the APE to be the entire parcel.

Once the following tasks are completed, the final documentation will be sent to the Corps who will transmit the documentation to the State Historic Preservation Act (SHPO). ERO's tasks anticipate SHPO expectations.

Task 7. Cultural Resource Survey

ERO will conduct an intensive Class III cultural resource survey of the APE (about 265 acres) that conforms to the Secretary of the Interior's (SOI) Guidelines for Identification and by supervisory personnel that meet the SOI Professional Qualification Standards. This task will involve three archaeologists walking systematic transects to identify unknown cultural resources in the APE. ERO conducted a file search for the project area. No documented sites are present, but archival research indicates the remains of a historical ranch or farmstead will require documentation. Further, Native American sites are present along other reaches of Kiowa Creek and ERO expects Indigenous sites to be present.

Identified cultural resources will be documented on relevant OAHP site forms, mapped, photographed, and located using a submeter Trimble DA2 with Trimble Catalyst Service global positioning system (GPS) unit. Each identified resource will be assessed for its eligibility to be listed in the National Register of Historic Places (NRHP) per 36 Code of Federal Regulations (CFR) 60.4 of the National Historic Preservation Act (NHPA, 1966, as amended).

Task Assumptions

- Ground conditions must be 80 percent free of snow and any pedestrian survey areas and access roads must be dry to initiate survey. These stipulations are required by the State Historic Preservation Office (SHPO) and federal agencies.
- The number and complexity of cultural resources in the APE can substantially affect the level of effort to adequately document and evaluate the resources. ERO's cost estimate assumes four cultural resources will be in the APE.

- No exploratory testing will be required by the Corps or SHPO.
- The Client can redesign trail alignments to avoid cultural resources where appropriate.

Task Products

- Email summary delivered to the Client via email.

Task 8. Report Preparation

ERO will prepare a cultural resource survey report that conforms to OAHP, SOI, and Corps requirements. This report will include figures depicting the project area and tables listing documented cultural resources, their NRHP eligibility, and management recommendations. A separate appendix will include completed OAHP site forms and cultural resource site location maps (information exempted from the Freedom of Information Act and prohibited from disclosure to the general public). All documents and figures are reviewed for technical and editorial accuracy and are reviewed by the principal investigator prior to submission to the regulatory agency.

Task Assumptions

- ERO assumes one round of edits for the draft report.

Task Products

- Draft report delivered to the Client via email.
- Final digital report, OAHP forms and accompanying files delivered to the Corps.

Estimated Costs

Tasks 7 and 8 will be completed on a time-and-materials basis for a cost not to exceed \$13,360, including expenses billed at cost plus 8 percent (see below for breakout).

Task 7. Cultural Resource Survey	\$9,310
Task 8. Report Preparation	\$4,050
Total including expenses	\$13,360

General Assumptions

- The Client will provide access through all lands in the APE, including gates or providing right-of-entry to facilitate access.
- ERO assumes that the lead federal agency will conduct SHPO consultation; if a lead agency is not involved, ERO can assist in this capacity under a modified SOW.
- ERO assumes that the lead federal agency is responsible for Native American consultation.
- ERO assumes that evaluative testing and treatment of historic properties, if needed, would be conducted under a separate SOW.



ERO Resources Corporation

Denver	1626 Cole Boulevard, Suite 100, Lakewood, CO 80401
Durango	835 East 2nd Avenue, Suite 400, Durango, CO 81301
Grand Junction	715 Horizon Drive, Unit 301, Grand Junction, CO 81506
Idaho	7154 West State Street, Suite 398, Boise, ID 83714

ERO Resources Corporation

Kiowa Creek Testing

Arapahoe County, Colorado

February 13, 2025

Background

ERO Resources Corporation (ERO) is pleased to provide this Scope of Work (SOW) and cost estimate for additional cultural resource services for the Kiowa Creek Open Space project in Arapahoe County, Colorado (project area).

ERO completed some of the necessary tasks for compliance with Section 106 of the National Historic Preservation Act (NHPA), 1966, as amended. ERO conducted a Class III survey and documented one new historical site (5AH4071), four isolated Native American artifacts, and partially documented one new Native American site (5AH4070). The isolated artifacts and the historical site are not significant, however, site 5AH4070 requires additional evaluative testing to determine whether the site contains buried cultural materials. ERO has started reporting on the documented sites and proposes additional tasks prior to the completion and submittal of the survey results.

Task 9. Evaluative Testing at Native American Site

ERO will conduct evaluative testing at 5AH4070 that conforms to the Secretary of the Interior's Guidelines for Identification and by supervisory personnel that meet the Secretary of the Interior's Professional Qualification Standards. Additional testing is necessary to determine the extent and integrity of buried cultural material.

Testing entails the hand excavation of STs and test units TUs. STs are generally about 35 centimeters (cm) wide by 90 cm deep (approximately 1 foot wide by 3 feet deep). STs will be spaced 10 to 20 meters (m) apart within and around sites. Sediment excavated from the STs is sifted through a 1/4-inch mesh screen and the ST is backfilled. While STs are useful as a quick method to determine if subsurface cultural deposits are present, TUs provide more precise information about the integrity of those deposits. TUs are excavated by hand stratigraphically or in 10 cm intervals. ERO will excavate until two-sterile levels are completed or when sediments that preclude potential for buried cultural deposits are encountered (e.g., decomposing bedrock). Artifacts are recovered in 1/4-inch screens and the TU is backfilled when complete.

Identified cultural resources will be documented on relevant OAHPS site forms, mapped, photographed, and located using a submeter Trimble DA2 with Trimble Catalyst Service global positioning system (GPS) unit. Each identified resource will be assessed for its eligibility to be listed in the National Register of Historic Places (NRHP) per 36 Code of Federal Regulations (CFR) 60.4 of the NHPA (1966, as amended).

Task Assumptions

- ERO assumes 15 STs and 2 TUs at 5AH4070 will be necessary to provide sufficient evidence to support eligible or not eligible recommendations for the State Historic Preservation Officer (SHPO). If more than 15 STs are necessary because subsurface cultural deposits are extensive, ERO will contact the client immediately.
- ERO will not curate artifacts recovered from STs or TUs. ERO will document and record any subsurface artifacts recovered from STs in the field and return the artifacts in the backfilled ST unless they are diagnostic or uncommon artifacts. Artifacts from TUs will be brought back and analyzed in the lab and returned and augered back into TUs after consultation is complete.
- ERO's cost accounts for additional reporting time, TU diagrams, artifact analysis, and three 14C radiocarbon dates.
- The testing results will be added to the existing report (Task 8).

Task Products

- Draft report delivered to the Client via email.
- Draft report delivered to the Corps via email.
- Final digital report, OAHP forms and accompanying files delivered to the Corps.

Estimated Costs

Tasks 9 will be completed on a time-and-materials basis for a cost not to exceed \$22,700, including expenses billed at cost plus 8 percent.