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THE CITY OF ST. LOUIS

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®

SITE MANAGEMENT AND REDEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into this 15th day of August, 2006, by and between the McDONNELL DOUGLAS CORPORATION, a corporation organized and existing under the laws of the State of Maryland, and a wholly-owned subsidiary of THE BOEING COMPANY, a corporation organized and existing under the laws of the State of Delaware (hereinafter "**Boeing**"), and the CITY OF ST. LOUIS, a municipal corporation of the State of Missouri (hereinafter the "**City**"), the owner and operator of Lambert-St. Louis International Airport® (hereinafter the "**Airport**"). The **City** and Boeing are collectively referred to herein as the "**Parties.**"

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RECITALS

WHEREAS, the **City** owns, operates and maintains an international airport known as "Lambert-St. Louis International Airport®," located in the County of St. Louis, Missouri;

WHEREAS, the **City** and Boeing entered into and executed an Agreement and Contract of Sale dated December 17, 2001 ("**Sales Agreement**"), providing for the acquisition by the **City** of certain real estate (the "**Property**" more fully described therein), known as the Northern Tract;

WHEREAS, the **City** and Boeing entered into and executed a Northern Tract Lease Agreement AL-100 dated December 17, 2001 ("**Lease Agreement AL-100**");

WHEREAS, under the terms of the "**Sales Agreement**" and the "**Lease Agreement AL-100**"), Boeing undertook to clean-up certain environmental conditions on the **Property**, and Boeing is undertaking that environmental clean-up obligation under the State of Missouri's direction;

WHEREAS, satisfaction of Boeing's environmental clean-up obligation will permit **Hazardous Materials** (as herein defined) to remain in soil, groundwater, and surface water on the **Property** in certain areas at certain levels;

WHEREAS, the **City** desires to timely redevelop the **Property** while Boeing continues to perform its environmental clean-up obligations under the "**Sales Agreement**" and "**Lease Agreement AL-100**;"

WHEREAS, the **Parties** seek to clarify the process relating to the administration and cost of long term management of soils, groundwater, and surface water that will continue to be impacted by "**Hazardous Materials**" upon completion of Boeing's environmental cleanup

obligation, and the **Parties** are committed to fostering the redevelopment and reuse of the **Property** consistent with the **Sales Agreement** and **Lease Agreement AL-100**;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the **Parties** agree as follows:

ARTICLE I
DEFINITIONS

As used in this **Agreement**, the following words and terms shall have the following meanings:

Agreement shall mean this document and any subsequent amendments thereto, duly approved by the **Parties**.

Below Grade Structure means basements and garages.

Governmental Regulatory Authority means any federal, state, or local governmental department, agency, or authority that has been delegated, or which in the future is delegated, legal authority under federal or state law to regulate property and/or business activities for the purposes of environmental protection, public health, and/or worker safety and health, including but not limited to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, the Missouri Department of Natural Resources, the Missouri Department of Health & Senior Services, the Metropolitan Sewer District, or the St. Louis County Department of Health.

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Hazardous Materials shall have the same meaning as that term is defined in "**Lease Agreement AL-100**."

Increased Site Development Project Construction Costs means reasonable costs incurred in support of a **Site Development Project** that would not otherwise have been incurred but for the presence of **Hazardous Materials** left in soil, groundwater, and surface water on the **Property** from Boeing's operations and/or use of the **Property**, but expressly limited to costs within the categories identified in Exhibit A to this **Agreement**. Notwithstanding the foregoing, **Increased Site Development Project Construction Costs** may also include any additional reasonable incremental construction costs incurred by the **City** with respect to **Site Development Projects** in order to avoid areas of known or presently unknown **Hazardous Materials** left in soil, groundwater, or surface water on the **Property** from Boeing's operations and/or use of the **Property** and which costs would not otherwise have been incurred but for the presence of such **Hazardous Materials** and the need to avoid such areas.

Pre-job Sampling means reasonable sampling and evaluation of soil and groundwater, located proximate to the pathway of a **Site Development Project** prior to the actual commencement of construction and for the primary purpose of identifying the potential presence of **Hazardous Materials** left in soil, groundwater, and surface water on the **Property** from Boeing's operations and/or use of the **Property** and having the possibility of delaying

construction. The **City** shall provide copies of **Pre-job Sampling** plans to Boeing; Boeing shall then have fifteen (15) calendar days in which to provide comments upon such plans to the **City** for consideration before the **City** implements such **Pre-job Sampling** plans. When and if the **Soil Management Plan** receives final approval, **Pre-job Sampling** will conform thereto, to the extent applicable.

Reimbursable Costs means all monies reasonably spent for **Pre-job Sampling** and/or for **Increased Site Development Project Construction Costs** to the extent attributable to **Hazardous Materials** left in soil, groundwater, and surface water on the **Property** from Boeing's operations and/or use of the **Property** that "unreasonably or materially impair or interfere with **City** and/or its tenants' use and enjoyment of the property for purposes of aircraft manufacturing, maintenance or operations and office uses related thereto."

Site Development Project means any redevelopment project to construct new buildings, facilities, improvements, utility services, or structures within the **Property**, or the redevelopment of existing buildings, facilities, improvements, utility services, or structures within the **Property**, in accordance with development plans adopted and approved by the **City** which is consistent with the **Sales Agreement** and **Lease Agreement AL-100**. The **City** shall provide copies of development plans to Boeing prior to implementation.

Soil Management Plan means the final document approved by the **Parties** and the Missouri Department of Natural Resources which applies to future management of **Hazardous Materials** left on the **Property** from Boeing's operations and/or use of the **Property**, including the sampling, handling, and disposal procedures for **Hazardous Materials** or soil or other forms containing **Hazardous Materials**. Nothing in the **Soil Management Plan** shall change or modify any provision of this **Agreement**, the **Sales Agreement**, and/or the **Lease Agreement AL-100**.

State means the State of Missouri and its successors and assigns.

ARTICLE II
COVENANTS AND OBLIGATIONS OF THE CITY

The **City** shall be obligated to do the following:

a. The **City**, through its designee, as appropriate, shall maintain, oversee and/or perform all redevelopment activities on the **Property**, consistent with its rights and obligations under this **Agreement**, the **Sales Agreement**, and **Lease Agreement AL-100**, and in accordance with the **Soil Management Plan** and shall make reasonable efforts to manage **Hazardous Materials** left in soil, groundwater, and surface water on the **Property** from Boeing's operations and/or use of the **Property**, in a fashion that minimizes the incurrence of **Reimbursable Costs**, including but not limited to, using soil excavated from the **Property** as fill or backfill on the **Property** to the extent such use is feasible and consistent with the **Soil Management Plan**.

b. The **City** shall be responsible for all costs associated with the redevelopment and management of the **Property** that are NOT attributable to **Hazardous Materials** from Boeing's operations and/or use of the **Property.**

c. The **City** shall take reasonable steps to avoid and minimize disturbance of known areas containing **Hazardous Materials** within the **Property**. The **City** agrees that the construction of **Below Grade Structures** on the **Property** is unreasonable for purposes of this **Agreement**. If the **City** elects to construct **Below Grade Structures**, any such costs shall not be subject to the reimbursement provisions of this **Agreement**. This paragraph is subject to the definition of "**Increased Site Development Project Construction Costs.**"

ARTICLE III
COVENANTS AND OBLIGATIONS OF BOEING

a. Unless otherwise expressly provided for, Boeing, subject to and in accordance with the provisions of this **Agreement**, and any prior agreements, shall be responsible for and shall indemnify, defend and hold harmless the **City** for all **Reimbursable Costs** that are incurred by the **City** during the **City's** long term management of the **Property** for **Hazardous Materials** left in soil, groundwater, and surface water on the **Property** from Boeing's operation and/or use of the **Property**.

b. It is understood, stipulated, and agreed that this **Agreement** does not affect or alter Boeing's existing rights or obligations under the **Sales Agreement** and **Lease Agreement AL-100** to investigate and/or remove, remediate, decontaminate, or restore soil, groundwater, or surface water on the **Property** affected by **Hazardous Materials** all as specified in and in accordance with Section 304 and 305 of **Lease Agreement AL-100**. Boeing agrees that for purposes of off-site transportation for disposal of soil or groundwater containing **Hazardous Materials** left on the **Property** from Boeing's operations and/or use of the **Property**, Boeing will allow, to the extent permitted by applicable law or regulation, the **City** to identify Boeing as a co-generator of such materials on any manifests or other shipping documents. Nothing herein is intended to nor does it shift any permitting, manifesting, or other responsibility or liability for shipment or disposal of **Hazardous Materials** from Boeing's operation and/or use of the **Property** from Boeing to the **Airport**, including liability under the Comprehensive Environmental Response Compensation & Liability Act, otherwise known as "CERCLA."

c. If Boeing is required by any **Governmental Regulatory Authority** to conduct additional environmental investigation of soil or groundwater impacted by **Hazardous Materials** left on the **Property** from Boeing's operations and/or use of the **Property**, Boeing agrees that it will conduct such investigation at its sole cost (or may agree with the **City** that such investigation will be conducted by the **City** subject to reimbursement by Boeing), except to the extent that such investigation relates to **Hazardous Materials** not left on the **Property** from Boeing's operations and/or use of the **Property**.

d. Notwithstanding anything to the contrary in this **Agreement**, Boeing shall not be required to reimburse the **City** under the terms of this **Agreement** for any costs to the extent that those costs are attributable to **Hazardous Materials** in soil, groundwater, or surface water left on

the **Property** not from Boeing's operations and/or use of the **Property** or to the extent those costs are attributable to **Hazardous Materials** in soil, groundwater, or surface water on the **Property** from operations, activities, or uses on or off the **Property**, other than from discharges or releases from Boeing's operations, subsequent to June 30, 2005.

ARTICLE IV
SITE REIMBURSEMENT PROTOCOL

a. Boeing hereby warrants, represents, stipulates, and agrees that Boeing shall timely reimburse or pay to the **City Reimbursable Costs** in accordance with the following.

b. The **City** shall cause all requests for reimbursement or disbursements of funds ("**Request for Reimbursement**") for **Reimbursable Costs** incurred by the **City** to be submitted to Boeing within sixty (60) days of payment of the charges by the **City**. Each **Request for Reimbursement** will include the following: (1) adequate documentation and explanation supporting that the costs for which reimbursement are sought are **Reimbursable Costs** per the terms of this **Agreement**; (2) a breakdown of the billing totaling the amount of the **Request for Reimbursement**; (3) copies of invoices, contracts, and/or such other proof of payment or documentation supporting the **City's Request for Reimbursement**; and (4) such other documentation as may be reasonably requested in writing by Boeing to determine whether the costs are reimbursable per the terms of this **Agreement**.

c. Boeing shall have forty-five (45) calendar days from the date of its receipt of the **Request for Reimbursement** to process and pay the amount of the **Request for Reimbursement**. Should Boeing reasonably dispute or object to any claimed **Reimbursable Costs** or any item or amount shown on any **Request for Reimbursement** and/or supporting documentation or explanation provided by the **City**, or reasonably dispute or object to the adequacy of such supporting documentation and explanation, Boeing may withhold payment in part or in full; provided that it shall within that same forty-five (45) calendar day period timely pay the balance to which Boeing has no reasonable objection or dispute. In the event Boeing reasonably disputes or objects to a **Request for Reimbursement** or any cost item therein, such dispute or objection shall be set forth in writing and submitted to the **City**; after which the matter shall be addressed as set forth in Article V.h, below; it being expressly understood that Boeing may raise any reasonable objection or dispute to any **Request for Reimbursement**, or portion thereof, at any time up to one (1) year, if it determines that reasonable grounds for objection or dispute exist, including subsequent reasonable objections or disputes of **Requests for Reimbursement** which have previously been accepted and paid by Boeing.

d. The **City** will use reasonable efforts to mitigate **Reimbursable Costs**, including the use of good planning and **Pre-job Sampling**.

e. If the **City** reasonably elects to delay construction subject to resolution of a dispute or objection by Boeing, Boeing shall be responsible for any reasonable incremental increased construction costs incurred by the **City** directly caused by such reasonable delay to the extent that Boeing's objections are not resolved in its favor. Boeing shall not be responsible for any damage or injury to, or caused by, **City's** employees or contractors, except to the extent caused

by **Hazardous Materials** left in soil, groundwater, and surface water on the **Property** from Boeing's operation and/or use of the **Property**.

ARTICLE V
MISCELLANEOUS LEGAL PROVISIONS

a. **Previous Agreements**. Except to the extent that this **Agreement** provides for reimbursement of **Reimbursable Costs**, it is expressly understood by the **Parties** that the terms and provisions of this **Agreement** shall in no way supersede, waive, alter, amend, affect, impair or prejudice any rights, obligations, or agreements set forth in or granted by the **Sales Agreement** and **Lease Agreement AL-100**.

b. **Cooperation of the Parties**. The **Parties** shall cooperate with each other in all aspects and use best efforts to reach consensus and expedite any review.

c. **Notice**. Except as herein otherwise expressly provided, all notices required to be given to **City** hereunder shall be in writing and shall be delivered personally, or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, or shall be sent by telex, telegram, telecopy, fax or other similar form of rapid transmission confirmed by the mailing (by first class or express mail, postage prepaid) written confirmation at substantially the same time as such rapid transmission; and, shall be addressed and directed to the **Parties** at the respective addresses set forth below. A **Party** may change its address for receipt of notice by service of notice of such change in accordance herewith. Notice shall be deemed received at the earlier of actual receipt or three (3) calendar days after being sent in the manner provided for above.

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If to the City: **Director of Airports**
Lambert-St. Louis International Airport
P.O. Box 10212, Lambert Station
10701 Lambert International Blvd.
St. Louis, MO 63145

with a copy to the Deputy Director of Airports, and the Airport Properties Manager at the same address.

If to Boeing: **Vice President – Shared Services**
P. O. Box 516, Mailcode S001-3200
St. Louis, MO 63166-0516
Fax 314-234-8693

with a copy to: **Boeing Realty Corporation**
P.O. Box 516, Mailcode S306-5565
St. Louis, MO 63166-0516

d. **Time is of the Essence**. Time is of the essence in this **Agreement**. The **Parties** agree that time shall be of the essence in the performance of each and every obligation and understanding of this **Agreement**.

e. **Venue**. It is agreed by the **Parties** that any action at law, suit in equity, or other judicial proceeding to enforce or construe this **Agreement**, or regarding its alleged breach, shall be instituted only in a court within the City or County of St. Louis, Missouri.

f. **Compliance with Laws**. The **Parties** shall perform and comply in all material respects with laws, rules, orders, ordinances, regulations, decrees, judgments and requirements now or hereafter enacted or promulgated which are applicable to the **Property**.

g. **Governing Law**. This **Agreement** shall be construed according to the laws of the State of Missouri and is subject to the **City's** Charter and Ordinances. The **Parties** shall comply with all local, state and federal laws and regulations relating to the performance of this **Agreement**.

h. **Dispute Resolution**. Any dispute arising out of or relating to this **Agreement** shall be resolved in accordance with the procedures specified in this paragraph, which shall be the sole and exclusive procedures for the resolution of any such disputes.

(A) The **Parties** shall attempt in good faith to resolve any dispute arising out of or relating to this **Agreement** promptly by negotiation. Any person may give the other **Party** written notice of any dispute not resolved in the normal course of business. Within 30 days after delivery of the notice, the receiving **Party** shall submit to the other a written response. The notice and response shall include a statement of that **Party's** position and a summary of arguments supporting that position. Within 45 days after delivery of the initial notice, executives who have authority to settle the controversy, and who are at a high level of management, of both **Parties** shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one **Party** to the other will be honored. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

(B) If the dispute has not been resolved by negotiation as provided herein within 60 days after delivery of the initial notice of negotiation, or if the **Parties** failed to meet within 45 days after delivery, the **Parties** shall endeavor to settle the dispute by mediation under the Conflict Prevention & Resolution ("CPR") Mediation Procedure then currently in effect, provided, however, that if one **Party** fails to participate in the negotiation as provided herein, the other **Party** can initiate mediation prior to the expiration of the 60 days. Unless otherwise agreed, the **Parties** will select a mediator from the CPR Panels of Distinguished Neutrals. For disputes involving amounts less than $20,000, the **Parties** shall each submit, simultaneously, up to 20 pages of written materials regarding their position(s), not including supporting materials. The mediator shall then issue a binding decision within 30 days.

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(C) Any dispute arising out of or relating to this **Agreement**, other than disputes involving amounts less than $20,000, including the breach, termination or validity thereof, which has not been resolved by mediation as provided herein within 45 days after initiation of the mediation procedure, shall be finally resolved by binding arbitration in accordance with the CPR Rules for Non-Administered Arbitration then currently in effect, by a sole arbitrator selected from the CPR Panel; provided, however, that if one **Party** fails to participate in either the negotiation or mediation as agreed herein, the other **Party** can commence arbitration prior to the expiration of the time periods set forth above. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1–16, to the exclusion of state laws inconsistent therewith, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The place of arbitration shall be St. Louis, Missouri.

i. **Required Approvals**. When the consent, approval, waiver, or the certification of the other **Party** is required under the terms of this **Agreement**, excepting an amendment of this **Agreement** (an "**Approval**"), the approval must be in writing and signed by the **Party** asking for the Approval. Whenever the Approval of the **City** or the Director of Airports is required, the Approval must be from the Director of Airports or his/her authorized or designated representative. Whenever the Approval of Boeing is required, the Approval must be from the Vice President – Shared Services, or his/her authorized or designated representative. The **Parties** agree that the extension of time of performance may be made by the written mutual consent of the Director of Airports on behalf of the **City** and Boeing.

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IN WITNESS WHEREOF, the **Parties** for themselves, the successors and assigns have executed this **Agreement** the day and year first above written.

THE CITY OF ST. LOUIS, MISSOURI, OPERTING LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT:

Pursuant to City of St. Louis Ordinance 64279 approved May 9, 1998, as amended.

APPROVED BY:

8-4-06

Director of Airports Date

APPROVED BY:

8/7

President Date
Board of Public Service

The foregoing **Agreement** was approved in substance by the Board of Public Service at its meeting on AUG 08 2006, 2006.

BY: AUG 08 2006

Secretary Date
Board of Public Service

APPROVED AS TO FORM:

8-7-06

City Counselor Date

COUNTERSIGNED BY:

8-10-06

~~Register~~ Comptroller Date

McDONNELL DOUGLAS CORPORATION:

BY:

Alan E. DeFrancis
Authorized Signatory 7/24/06

Date:

ATTEST TO BY:

AUG 15 2006

REGISTAR DATE

COMPTROLLER'S OFFICE
DOCUMENT # 53627

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Exhibit A

Categories of Increased Site Development Project Construction Costs

WHEREAS, it is the intention of the Parties to include in this Exhibit A all Reimbursable Costs that are consistent with the Site Management and Redevelopment Agreement;

NOW THEREFORE, the Parties agree as follows:

A. Pre-job Sampling

1. Labor[1] for review of existing data and preparing an appropriate Pre-job Sampling plan.
2. Labor for submittal of the Pre-job Sampling plan to the Missouri Department of Natural Resources ("MDNR"), or other Governmental Regulatory Authority, if needed, and coordinating with MDNR or other Governmental Regulatory Authority on changes to the plan, if needed.
3. Contractor costs to implement the Pre-job Sampling plan (*e.g.*, GeoProbe or other sampling equipment, PID, specialized equipment, bottles, shipping), including HAZWOPER-trained labor for sampling activities when required by applicable regulation or sound engineering practices.
4. Related laboratory analytical costs associated with the Pre-job Sampling activities.
5. MDNR or other Governmental Regulatory Authority fees related to the Pre-job Sampling plan.
6. Utility location and relocation costs, if needed.
7. Costs associated with groundwater monitoring required by the Pre-job Sampling plan in order to verify safe working conditions.
8. Labor costs to prepare required reports, approvals, and other communications to and from MDNR or other Governmental Regulatory Authority in connection with the Pre-job Sampling plan.
9. Contractor costs to organize and analyze Pre-job Sampling data and prepare recommendations to the City.

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B. Soil Removal (includes debris and any type of fill material (including piping) mixed with soil and encountered in the excavation)

1. Costs associated with construction related excavation of contaminated soil, suspected contaminated soil (based on reasonable observation or other objective information), or associated clean soil necessary to be excavated as part of the excavation of contaminated or suspected contaminated soil. The foregoing includes costs associated with on-site movement or storage of such excavated soils.
2. Costs for HAZWOPER-trained labor when required by applicable regulation or sound engineering practices.
3. Costs required to treat excavated soil on-site to meet specific disposal facility criteria (*e.g.*, solidification).

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[1] The terms "labor," "labor costs," "costs," or "contractor costs" as used in this Exhibit A include all labor, materials, supplies, equipment, markups, travel and accommodation costs, mileage, and other associated charges.

4. Costs to decontaminate equipment.
5. Costs associated with onsite staging of soil (*e.g.*, plastic sheeting, containment).
6. Costs for shoring of excavations required due to the presence of Hazardous Materials, if shoring is needed.
7. Laboratory analytical costs for wastestream profiling prior to treatment or disposal, as required by a Governmental Regulatory Authority or disposal facility.
8. Costs, including laboratory analytical costs, for confirmation sampling of the excavation area, if required by a Governmental Regulatory Authority.
9. Costs associated with required reporting of excavation activities and analytical results to MDNR or other applicable Governmental Regulatory Authority.

C. Groundwater Removal/Disposal Generated by Construction Activities[2]

1. Costs required to remove/store/treat contaminated or suspected contaminated groundwater (based on reasonable observation or other objective information) encountered during construction activities, including equipment decontamination costs.
2. Equipment rental/purchase costs for pumping/holding/treating contaminated or suspected contaminated groundwater (based on reasonable observation or other objective information) encountered during construction activities, and engineering/design costs associated with any such groundwater treatment system.
3. St. Louis County air permit fees (air emissions) or any other related permit fees, including any costs to prepare necessary associated permit modifications.
4. Metropolitan St. Louis Sewer District ("MSD") discharge surcharge fees, or fees associated with disposal at other facilities, if MSD cannot dispose of the water, including any costs to prepare necessary associated permit modifications.
5. Sample collection and analytical costs related to treatment/disposal of contaminated or suspected contaminated groundwater (based on reasonable observation or other objective information) encountered during construction activities.
6. Costs for reporting associated with contaminated or suspected contaminated groundwater (based on reasonable observation or other objective information) encountered during construction activities.
7. Contractor costs for HAZWOPER-trained labor when required by applicable regulation or sound engineering practices.
8. Costs for site restoration related to decommissioning any groundwater treatment system installed as a Reimbursable Cost pursuant to the Site Management and Redevelopment Agreement and this Exhibit A.

D. Soil Transportation (includes debris and any type of fill material (including piping) mixed with soil and encountered in the excavation) **and Groundwater Transportation**

1. Costs associated with off-site transportation, treatment, or storage of contaminated soil, suspected contaminated soil (based on reasonable observation or other objective

[2] This category is intended to include the costs defined below associated with groundwater that may be encountered during construction activities and is not intended to include any costs associated with long-term treatment, monitoring, or removal of groundwater that may be required by the Boeing Hazardous Waste permit or a Governmental Regulatory Authority.

information), or associated clean soil generated by construction activities and required to be transported, treated, or stored as part of the disposal process.
2. Costs associated with off-site transportation, treatment, or storage of contaminated or suspected contaminated groundwater (based on reasonable observation or other objective information) associated with construction activities and required to be transported, treated, or stored as part of the disposal process.
3. One container liner per load, unless the transporter has additional requirements.
4. Labor costs for HAZWOPER-trained labor when required by applicable regulation or sound engineering practices.

E. Soil Disposal (includes debris and any type of fill material (including piping) mixed with soil and encountered in the excavation)

1. Disposal facility fees for the disposal of contaminated soils.
2. Waste disposal permit fees associated with soil disposal.
3. Labor costs to prepare and maintain required manifest/special waste documentation.
4. Applicable taxes or other Governmental Regulatory Authority fees for disposal of contaminated soil.

F. Soil Backfill

1. If needed, analytical costs for verification of clean backfill material required to backfill excavations associated with contaminated soil disposal where soil from the excavation cannot be used as backfill.
2. Costs of labor, transportation and material when no other soil for backfill is reasonably available onsite to backfill excavation associated with contaminated soil disposal.
3. Costs of site restoration necessitated by the presence or former presence of Hazardous Materials.
4. Fill compaction and CQA testing, but only to the extent necessitated by additional excavation and backfill required by soil containing Hazardous Materials.

G. Development Contractor Costs

1. Site Development Project construction contractor costs that are caused by an unanticipated work stoppage required because of the presence of Hazardous Materials not identified by a properly-prepared Pre-Job Sampling plan, and properly-performed Pre-job Sampling, including incremental labor, equipment (including rental fees), engineering, mobilization, or materials costs.
2. Site Development Project construction contractor costs for unanticipated personal protective equipment requirements or health and safety monitoring equipment or other equipment that are caused by the presence of Hazardous Materials not identified by a properly-prepared Pre-Job Sampling plan, and properly-performed Pre-job Sampling.

H. Development Modification Costs

1. Costs associated with modifications to construction and/or design plans for buildings or other improvements to the extent required by a Governmental Regulatory Authority due to the presence of Hazardous Materials, such as vapor barriers underneath buildings, venting systems underneath buildings, health and safety monitoring costs during construction or use, additional personal protective equipment and/or decontamination,

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requirements to route utilities around impacted areas, and other Hazardous Materials construction-related costs.

2. All costs for any ongoing air monitoring and reporting required by MDNR or other Governmental Regulatory Authority in structures erected on the Property.

I. Agency Review and Approvals

1. If required by MDNR or other Governmental Regulatory Authority, reimbursement for onsite governmental personnel (regulatory agencies) and/or personnel contracted by agency contractors and consultants.
2. Costs in preparing permit applications or permit modifications associated with construction activities.

J. Other Reimbursable Costs

1. If required by MDNR or other Governmental Regulatory Authority, costs of maintenance of a site database (baseline characterization, historical and future site impact) and preparation of requested reports to a Governmental Regulatory Authority associated with construction activities or any monitoring identified within this Exhibit A.
2. Costs for road traffic and security controls required by the presence of Hazardous Materials.
3. When required by the presence of Hazardous Materials, costs for any waste/material engineering controls such as berms, construction of trenches, dust suppression, odor control, water pollution controls, clay collars on storm water piping, utility disconnections or relocations associated with construction activities.
4. Costs for removal and disposal of subsurface asbestos-containing pipes or other debris mixed with soil and encountered during redevelopment activities.
5. Expedited turnaround laboratory analysis costs, if reasonable under the circumstances, relating to conditions not identified in Pre-Job Sampling.
6. Costs for reasonable legal consultation, including firm technical expertise as required, not to exceed $10,000 on an annual basis, as needed to support implementation of a Site Development Project and to resolve or advise on legal issues related to the items included in the cost categories identified in this Exhibit A.[3]

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[3] Costs associated with the dispute resolution process found in the Site Management and Redevelopment Agreement are excluded from this category.

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11 copies

MEMORANDUM

AUG 17 2006

TO: KENNETH BELOW, AIRPORT ACCOUTING/FINANCE
BRIAN KINSEY, AIRPORT PROPERTIES
RICH BRADLEY, AIRPORT ENGINEERING

FROM: MARIO A. PANDOLFO, JR., ASSOCIATE CITY COUNSELOR

DATE: AUGUST 16, 2006

SUBJECT: SITE MANAGEMENT AND REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF ST. LOUIS AND McDONNELL DOUGLAS CORPORATION

TRANSMITAL

Enclosed for your records is a fully executed **original** of the Site Management and Redevelopment Agreement dated August 15, 2006. I have also forwarded three (3) fully executed originals to Mr. J. R. Hurley, Facilities Manager, The Boeing Company and the Comptroller and Register have retained one (1) original each for their records.

I have also forwarded a fully executed copy of the Site Management and Redevelopment Agreement to the following:

Gerard Slay, Deputy Director of Airports
Robert Dopuch, PMO Office, Unison
Joletta Golik, PMO Office, Unison
Joseph G. Nassif, Husch & Eppenberger LLC

If you have any questions, give me a call.

Enclosures

cc: Gerard Slay, Airport Operations
Robert Dopuch, PMO Office, Unison
Joletta Golik, PMO Office, Unison
Joseph G. Nassif, Husch & Eppenberger

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