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BEFORE THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT

In the Matter of
The Boeing Company Site
And Surrounding Area

Case No. 87-E-12

SECOND AMENDMENT TO CONSENT ORDER

The Kansas Department of Health and Environment (hereinafter referred to as "KDHE") and The Boeing Company (hereinafter referred to as "Boeing") mutually agree to further amend the terms of the Consent Order between Boeing and KDHE (together, "the Parties") dated April 16, 1987 ("Consent Order"), as first amended by the terms of the Amended Consent Order executed by KDHE on January 22, 1993 ("Amended Consent Order").

The purpose of this Second Amendment to Consent Order (hereinafter referred to as the "Second Amendment") is to set forth the parties' responsibilities with regard to Boeing's agreement to perform specific remedial action activities, as identified and described in paragraph 1 below, within and near the site known as Clifton Avenue and 31st Street South, Wichita, Kansas, CERCLIS I.D. No. KSD985013903 (the "Clifton Site").

The Consent Order shall be amended to include the following provisions:

- Boeing agrees to perform the remedial action depicted in the document entitled "Groundwater Recovery System- 31st and Clifton," attached hereto and incorporated by reference herein as Exhibit A, in accordance with the KDHE approved Work Plan. It is acknowledged and agreed by the Parties that sufficient remedial investigation activities for the Clifton Site have been completed to design and install the groundwater recovery system depicted in Exhibit A.

2. Within thirty (30) days of the effective date of this Second Amendment, Boeing shall submit to KDHE a draft Work Plan for the groundwater recovery system at the 31st and Clifton Site depicted in Exhibit A. The draft work plan shall detail the manner in which the groundwater remediation system depicted in Exhibit A will be designed, installed, operated and monitored.
3. KDHE shall review and comment on the Work Plan. Within thirty (30) days of receipt of KDHE's comments, if any, Boeing shall submit for final approval a revised Work Plan addressing KDHE's concerns. Upon KDHE approval, the Work Plan shall become incorporated into this Second Amendment as Exhibit B.
4. Within thirty (30) days from date of KDHE approval of the Work Plan or obtaining the access rights required to implement the approved Work Plan, whichever occurs later, Boeing shall commence the implementation of the tasks detailed in the approved Work Plan. The work shall be conducted in accordance with the standards and specifications (including the clean up standards) contained in the Work Plan, and the implementation schedule.
5. Boeing's performance of the agreed upon remedial action depicted in Exhibit A will require the execution of separate access/easement agreements with four entities: the Kansas Turnpike Authority, the City of Wichita, Kansas, Sprint, and Affordable Residential Communities, L.L.C. Not later than ten (10) days after the effective date of this Second Amendment, Boeing shall commence efforts to obtain such access/easement agreements.
6. Boeing shall use its best efforts to obtain agreements from the present owner(s) of property not owned or controlled by Boeing upon which work must be done to perform

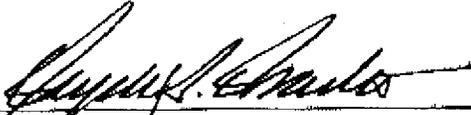
the agreed upon remedial activity depicted in Exhibit A. Best efforts include, but are not limited to, the payment of reasonable compensation to the property owner in consideration for the requested access. Any such access agreements shall be incorporated by reference into this Second Amendment. In the event that Boeing is unable to obtain such access within sixty (60) days of the effective date of this Consent Order, Boeing shall so notify KDHE. KDHE shall assist Boeing in attempting to gain access. To the extent that Boeing's performance of its obligations under this Second Amendment requires entry upon property for which access has not been granted, and with respect to which Boeing has satisfied the requirements of this paragraph, Boeing shall be excused from all such performance during the period of time the Parties are involved in attempting to obtain the needed access.

7. Boeing's agreement to perform the requirements of this Second Amendment is not intended, nor shall it be construed, as an admission by Boeing of any legal responsibility or liability for any release of hazardous substances on, under or in the vicinity of the Clifton Site. Boeing specifically reserves the right to contest any such alleged responsibility or liability in any proceeding other than an action brought by KDHE to enforce this Second Amendment. Nothing in this Second Amendment or the documents required hereunder, including the Work Plan, shall be used as evidence or construed as an admission in any proceeding other than the proceedings under this Second Amendment. Nothing in this Second Amendment shall constitute or be construed as a release by Boeing of any claim or cause of action against any person or entity not a party to this Second Amendment.

8. Boeing disputes responsibility with respect to the Clifton Site. However, it being acknowledged by the Parties that Boeing's obligations under this Second Amendment are limited to the performance of the remedial action depicted in Exhibit A, Boeing has consented to implement the activities described in this Second Amendment and attachments hereto.
9. The Parties agree that the existing agreement between KDHE and Boeing with regard to the payment of KDHE administrative costs associated with the Consent Order and Amended Consent Order (which agreement is memorialized in a letter from L. Patricia Casey to Frederick J. Dodds, III dated July 15, 1996) shall apply to and encompass any and all administrative and other response costs incurred by KDHE in connection with the response actions to be performed by Boeing under this Second Amendment.
10. KDHE agrees that, promptly after the execution of this Second Amendment and the approval of the Work Plan, it will notify the United States Environmental Protection Agency ("EPA") of the execution of this Second Amendment. KDHE further agrees to recommend to EPA that the Clifton Site be reclassified on the federal CERCLIS list and database and recommend to EPA a "No Further Response Action Planned" designation for the Clifton Site.
11. Except as provided in this Second Amendment, all other provisions of the Consent Order and Amendment to Consent Order shall remain in full force and effect.
12. This Second Amendment to Consent Order shall be effective as of the date signed by the Secretary of the Kansas Department of Health and Environment.

IN WITNESS WHEREOF, the parties have affixed their signatures below.

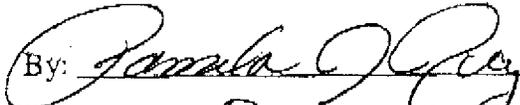
Kansas Department of Health and Environment



Clyde D. Graeber, Secretary

5-23-01
Date

The Boeing Company

By: 

Printed Name: PAMELA J. PEIZ

05/04/01
Date

Title: ENVIRONMENTAL ENGINEERING MANAGER

CERTIFICATE OF MAILING

I hereby certify that on this 29th day of May, 2001, a true and correct copy of the above and foregoing Consent Order was deposited in the United States Mail, postage prepaid and addressed to

Charles Efflandt
Foulston & Siefkin LLP
Bank of America Center
100 North Broadway Suite 700
Wichita, Kansas 67202-2295

Kama J. Maruska
KDHE Staff Person