

**UTILITY AGREEMENT**

| <i>County</i>                          | <i>Route</i> | <i>P.M.</i>    | <i>Project #</i> |
|--|--------------|----------------|------------------|
| <i>Los Angeles</i>                     | <i>I-110</i> | <i>2.5/3.0</i> | <i>EA-264801</i> |
| <i>Fed Aid No. STPL-5006761</i>        |              |                |                  |
| <i>Owner's File No. 5470-EX-002</i>    |              |                |                  |
| <i>FEDERAL PARTICIPATION:</i>          |              |                |                  |
| <i>On the Project: <u>Yes/No</u></i>   |              |                |                  |
| <i>On the Utilities: <u>Yes/No</u></i> |              |                |                  |

The City of Los Angeles Harbor Department, acting by and through the Board of Harbor Commissioners ("LOCAL AGENCY"), proposes the Interchange Improvements project, in the City of Los Angeles on Interstate 110 from 0.30 miles south of C Street to 0.20 miles north of C Street, in Los Angeles County

and: Phillips 66 Company  
1660 W. Anaheim Street  
Wilmington, CA 90744

hereinafter called "OWNER," owns and maintains a 24" sewer line and a 12" fire protection line ("FACILITIES") within the limits of LOCAL AGENCY'S project that requires relocation of said facilities, in order to accommodate LOCAL AGENCY's project, as described in Exhibit A (OWNER's Relocation Description).

It is mutually agreed that:

**I. WORK TO BE DONE**

In accordance with Notice to Owner dated December 24, 2012, OWNER shall relocate OWNER'S Facilities in accordance with OWNER's Utility Plan No. 5470-EX-002 dated 5/7/2013, as shown on Exhibit B (OWNER's Utility Plan No. 5470-EX-002). Deviations from the OWNER's plan described above initiated by either the LOCAL AGENCY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the LOCAL AGENCY and agreed to by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

## **II. LIABILITY FOR WORK**

The existing facilities described in Section I above will be relocated at approximately 33% LOCAL AGENCY's expense and 67% OWNER's expense for the sewer line, and 100% LOCAL AGENCY's expense for the firewater line, in accordance with OWNER's cost estimates, attached as Exhibit C-1 (OWNER's Cost Estimate, Sewer Line) and Exhibit C-2 (OWNER's Cost Estimate, Firewater Line).

## **III. PERFORMANCE OF WORK**

OWNER agrees to perform the herein described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Use of out-of-state personnel (or personnel requiring lodging and meal "per diem" expenses) will not be allowed without prior written authorization by LOCAL AGENCY's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. Accounting Form FA-1301 is to be completed and submitted for all non-LOCAL AGENCY personnel travel per diem. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per diem expenses shall not exceed the per diem expense amounts allowed under the LOCAL AGENCY's Department of Personnel Administration travel expense guidelines.

Pursuant to Public Works Case No. 2001-059, determination by the California Department of Industrial Relations dated October 25, 2002 work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

Engineering services for locating, making of surveys, preparation of plans, specifications, estimates, supervision, and inspection are to be furnished by the OWNER and approved by the LOCAL AGENCY. Cost principles for determining the reasonableness and allowability of OWNER's costs shall be determined in accordance with 48 CFR, Chapter 1, Part 31; 23 CFR, Chapter 1, Part 645; and 18 CFR, Chapter 1, Parts 101, 201 and OMB Circular A-87, as applicable.

## **IV. PAYMENT FOR WORK**

The LOCAL AGENCY shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts

## UTILITY AGREEMENT

It is understood and agreed that the LOCAL AGENCY will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the LOCAL AGENCY for the "used life" or accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by LOCAL AGENCY of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the LOCAL AGENCY within 180 days after the completion of the work described in Section I above. If the LOCAL AGENCY has not received a final bill within 180 days after notification of completion of OWNER's work described in Section I of this Agreement, and LOCAL AGENCY has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities, LOCAL AGENCY will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law that all remaining costs will be deemed to have been abandoned.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the LOCAL AGENCY shall not pay final bills, which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER. If the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of LOCAL AGENCY.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit in accordance with Contract Cost Principals and Procedures as set forth in 48 CFR, Chapter 1, Part 31 by LOCAL AGENCY and/or Federal Auditors.

**V. GENERAL CONDITIONS**

All costs accrued by OWNER as a result of LOCAL AGENCY's request of December 24, 2012 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement. The estimated cost to the CITY for its share of the above described work is \$334,548.

If LOCAL AGENCY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, LOCAL AGENCY will notify OWNER in writing and LOCAL AGENCY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of LOCAL AGENCY under the terms of this Agreement are subject to the passage of the annual Budget Act by the State Legislature and the allocation of those funds by the California Transportation Commission.

OWNER shall submit a Notice of Completion to the LOCAL AGENCY within 30 days of the completion of the work described herein.

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 and 23 U.S.C., section 313 as applicable, is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between the LOCAL AGENCY and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645.

The Buy America requirements are further specified in Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), section 1518.

OWNER hereby certifies that all manufacturing processes for these steel and iron materials, including the application of coatings (unless granted a waiver pursuant to 23 CFR 635.410), have occurred in the United States.

If the project does not have NEPA clearance, the "Buy America" requirements do not apply and the above clauses are not applicable. However, utility work that is accomplished through utility agreements that do not comply with the Buy America requirements (as specified in 23 U.S.C. 313 and 23 CFR 635.410) cannot be used to meet the non-Federal share of costs for a project that uses Federal funds.

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year written below.

DATED: \_\_\_\_\_

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT, by its  
Board of Harbor Commissioners**

By: \_\_\_\_\_  
EUGENE D. SEROKA  
Executive Director

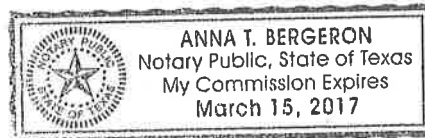
Attest: \_\_\_\_\_  
Board Secretary

DATED: \_\_\_\_\_

**PHILLIPS 66 COMPANY**

By: Bill A. Hallett  
Bill A. Hallett, Attorney-in-Fact  
Print Name/Title of Officer

Attest: Anna T. Bergeron  
Anna T. Bergeron, Notary Public  
Print Name/Title of Officer



APPROVED AS TO FORM AND LEGALITY

April 24, 2015  
MICHAEL N. FEUER, City Attorney  
Janna B. Sidley, General Counsel

By: Estelle Braaf  
ESTELLE BRAAF, Deputy City Attorney

|            |       |            |          |
|------------|-------|------------|----------|
| Account#   | 54510 | W.O. #     | 2445200  |
| Ctr/Div#   | 1172  | Job Pac. # | 204-0100 |
| Proj/Prog# | 000   |            |          |
| Budget FY: |       | Amount:    |          |
|            | 15/16 |            | 354,546  |
|            |       |            |          |
|            | TOTAL |            | 354,546  |

For Acct/Budget Div. Use Only

Verified by: [Signature]

Verified Funds Available: [Signature]

Date Approved: 4/14/2015

Enclosures:

- Exhibit A: OWNER's Relocation Description
- Exhibit B: OWNER's Utility Plan No. 5470-EX-002
- Exhibit C-1: OWNER's Cost Estimate, Sewer Line
- Exhibit C-2: OWNER's Cost Estimate, Firewater Line

Exhibit A

**OWNER's Relocation Description**

Interchange Improvements Project  
I-110 0.3 mile s/o C Street to 0.20 miles n/o C Street  
Los Angeles County

1. Reroute existing 24" reinforced concrete pipe (RCP) industrial waste water line on Phillips 66 Service Road and reconnect to new 48" manhole on John S. Gibson Boulevard to avoid new bridge foundations per Caltrans 1-11 O/C Street Interchange Improvement Project.
2. Remove 54 ft. of 24" RCP waste water line; abandon 107 ft. of RCP waste water line. Install 230 ft. of 30" high density polyethylene (HOPE) waste water line; abandon diversion structure.



**EXHIBIT C-1**  
 PHILLIPS 66 REFINERY  
 I-110 / C ST 24" SEWER LINE RELOCATION  
 Cost Breakdown

**CONSTRUCTION AND ENGINEERING COST ESTIMATE**  
**PHILLIPS 66 REFINERY**  
**I-110 / C ST 24" SEWER LINE RELOCATION**

| DESCRIPTION                               | QTY | UNIT | MATERIALS  |               | LABOR      |                | TOTALS<br>24" Sewer Line Relocation |                | 24" SEWER LINE RELOCATION<br>P66 / POLA COST BREAKDOWN (NOTE 9) |                |                |                |  |
|---|-----|------|------------|---------------|------------|----------------|-------------------------------------|----------------|---|----------------|----------------|----------------|--|
|   |     |      | UNIT PRICE | SUB-TOTAL     | UNIT PRICE | SUB-TOTAL      | TOTALS                              | SUB-TOTALS     | Phillips 66's Portion   |                | POLA's Portion |                |  |
|   |     |      |            |               |            |                |                                     |                | % P66   | COST           | % POLA         | COST           |  |
| <b>REV 2 - 6/19/13</b>                    |     |      |            |               |            |                |                                     |                |   |                |                |                |  |
| <b>SEWER LINE CONSTRUCTION MATERIALS</b>  |     |      |            |               |            |                |                                     |                |   |                |                |                |  |
| TOTAL MATERIAL COST (NOTE 2)              | 1   | LOT  | 36,168     | 36,168        | 0          | 0              | 36,168                              |                |   |                |                |                |  |
|   |     |      |            |               |            |                |                                     | 36,168         | 75%   | 27,126         | 25%            | 9,042          |  |
| <b>SEWER LINE CONSTRUCTION LABOR</b>      |     |      |            |               |            |                |                                     |                |   |                |                |                |  |
| CONSTRUCTION LABOR & EQUIPMENT (NOTE 3)   | 1   | LOT  | 0          | 0             | 438,574    | 438,574        | 438,574                             |                |   |                |                |                |  |
| 3RD PARTY EQUIPMENT (NOTE 4)              | 1   | LOT  | 20,454     | 20,454        | 0          | 0              | 20,454                              |                |   |                |                |                |  |
| POTHOLING (NOTE 5)                        | 1   | LOT  | 0          | 0             | 55,861     | 55,861         | 55,861                              |                |   |                |                |                |  |
|   |     |      |            |               |            |                |                                     | 514,888        | 75%   | 386,166        | 25%            | 128,722        |  |
| <b>EXISTING SEWER LINE ABANDONMENT</b>    |     |      |            |               |            |                |                                     |                |   |                |                |                |  |
| CONSTRUCTION LABOR & EQUIPMENT (NOTE 6)   | 1   | LOT  | 0          | 0             | 14,459     | 14,459         | 14,459                              |                |   |                |                |                |  |
|   |     |      |            |               |            |                |                                     | 14,459         | 53%   | 7,663          | 47%            | 6,796          |  |
| <b>CONSTRUCTION MANAGEMENT</b>            |     |      |            |               |            |                |                                     |                |   |                |                |                |  |
| CONSTRUCTION COORDINATION                 | 1   | LOT  | 0          | 0             | 47,775     | 47,775         | 47,775                              |                |   |                |                |                |  |
|   |     |      |            |               |            |                |                                     | 47,775         | 60%   | 28,665         | 40%            | 19,110         |  |
| <b>R/W AND PERMITTING</b>                 |     |      |            |               |            |                |                                     |                |   |                |                |                |  |
|   |     |      |            |               |            |                |                                     | 0              | 60%   | 0              | 40%            | 0              |  |
| <b>ENGINEERING</b>                        |     |      |            |               |            |                |                                     |                |   |                |                |                |  |
| SPEC - ENGINEERING                        | 1   | LOT  | 0          | 0             | 112,981    | 112,981        | 112,981                             |                |   |                |                |                |  |
|   |     |      |            |               |            |                |                                     | 112,981        | 60%   | 67,789         | 40%            | 45,192         |  |
| <b>SUBTOTAL</b>                           |     |      |            | <b>56,622</b> |            | <b>669,649</b> | <b>726,271</b>                      | <b>726,271</b> |   | <b>517,409</b> |                | <b>208,862</b> |  |
| CONTINGENCY - 30% (NOTE 7)                |     |      |            | 0             |            | 0              | 0                                   | 0              | 60%   | 0              | 40%            | 0              |  |
| PHILLIPS 66 OVERHEAD COSTS - 15% (NOTE 8) |     |      |            |               |            |                | <b>108,941</b>                      | <b>108,941</b> | <b>60%</b>  | <b>65,364</b>  | <b>40%</b>     | <b>43,576</b>  |  |
| <b>TOTAL PROJECT COST</b>                 |     |      |            | <b>56,622</b> |            | <b>669,649</b> | <b>835,212</b>                      | <b>835,212</b> |   | <b>582,773</b> |                | <b>252,438</b> |  |

0.302245

NOTES:

- ESTIMATE COVERS THE COST OF RELOCATING A SEGMENT OF THE 24" SEWER LINE AT THE PHILLIPS 66 LARW ACCESS ROAD OFF OF JOHN S. GIBSON BLVD. IN THE PORT OF LOS ANGELES. TOTAL LENGTH OF 24" SEWER LINE RELOCATION IS 220' OF OPEN CUT INSTALLATION.
- TOTAL SEWER LINE MATERIAL COST PROVIDED BY CMAC CONSTRUCTION ON 5/14/13. INCLUDES COST OF 24" RCP PIPE WITH RUBBER GASKET

**EXHIBIT C-1**

PHILLIPS 66 REFINERY  
I-110 / C ST 24" SEWER LINE RELOCATION  
Cost Breakdown

(220 FT), MANHOLE, AND MISC. MATERIAL COST.

3. TOTAL SEWER LINE CONSTRUCTION LABOR AND EQUIPMENT COST PROVIDED BY CMAC CONSTRUCTION ON 5/14/13. INCLUDES ALL ACTIVITIES ASSOCIATED WITH MOBILIZATION, EXCAVATION, PIPE INSTALLATION, MANHOLE INSTALLATION, BACKFILLING, R/W RESTORATION, TIE-INS, AND DEMOBILIZATION.
4. TOTAL THIRD PARTY EQUIPMENT COST PROVIDED BY CMAC CONSTRUCTION ON 5/14/13, INCLUDES VACUUM TRUCKS, TRAFFIC CONTROL, SHORING BOXES FOR A 220' LONG X 6' WIDE X 12' DEEP TRENCH, ASPHALT PAVING, ETC.
5. POT HOLE WORK COMPLETED BY CMAC CONSTRUCTION IN APRIL 2013.
6. ESTIMATE ASSUMES EXISTING 170 FEET OF 24" RCP SEWER LINE WILL NOT BE REMOVED (EXCEPT PIPE REMOVAL AT EACH TIE-IN POINT). EXISTING LINE WILL BE LEFT IN PLACE, CAPPED AND ABANDONED WITH PGM #2 SLURRY. THE BREAKDOWN BY LINEAR FOOTAGE IS 53% PIPE ABANDONMENT IN JOHN S. GIBSON BLVD (COSTS INCURRED BY P66) AND 47% PIPE ABANDONMENT IN P66 TUNNEL PROPERTY (REIMBURSABLE COST BY POLA).
7. THIS ESTIMATE IS BASED ON PRELIMINARY ENGINEERING OF THE PIPELINE ROUTE AND KNOWLEDGE FROM PRIOR PROJECTS IN THE WORK AREA. ASSUMPTIONS ON THE PIPELINE DEPTH AND OTHER FACTORS HAVE BEEN MADE THAT MAY OR MAY NOT BE ACCURATE. AS A RESULT, THE ESTIMATE INCLUDES A 30% CONTINGENCY.
8. PHILLIPS 66 OVERHEAD INCLUDES INTERNAL COST ASSOCIATED WITH PROJECT MANAGEMENT, ROW SUPPORT, POLA/P66 MEETINGS, ETC.
9. THE BREAKDOWN BY LINEAR FOOTAGE IS 25% NEW PIPE INSTALLATION IN THE P66 TUNNEL PROPERTY (REIMBURSABLE COST BY POLA) AND 75% NEW PIPE INSTALLATION IN JOHN S. GIBSON BLVD (COSTS INCURRED BY P66). COSTS OF PERMITTING, CONSTRUCTION MANAGEMENT, ENGINEERING, CONTINGENCY AND P66 OVERHEAD HAVE BEEN SPLIT 60% P66 COST AND 40% POLA COST.

7/26/2013

130726 P66 12in Firewater Line Exh C-2

**CONSTRUCTION AND ENGINEERING COST ESTIMATE  
PHILLIPS 66 REFINERY  
I-110 / C ST 12" FIREWATER LINE RELOCATION**

| REV 1 - 5/23/13                           |             |     | MATERIALS |            | LABOR     |            | TOTALS<br>12" FIREWATER LINE |        | 12" FIREWATER LINE RELOCATION<br>P66 / POLA COST BREAKDOWN (NOTE 5) |                      |      |                        |        |
|---|-------------|-----|-----------|------------|-----------|------------|------------------------------|--------|---|----------------------|------|------------------------|--------|
|   | DESCRIPTION | QTY | UNIT      | UNIT PRICE | SUB-TOTAL | UNIT PRICE | SUB-TOTAL                    | TOTALS | SUB-TOTALS  | P66 Portion<br>% P66 | COST | POLA Portion<br>% POLA | COST   |
| FIREWATER LINE CONSTRUCTION LABOR         |             |     |           |            |           |            |                              |        |   |                      |      |                        |        |
| CONSTRUCTION LABOR & EQUIPMENT (NOTE 2)   |             | 1   | LOT       | 0          | 0         | 35,000     | 35,000                       | 35,000 | 35,000  | 0%                   | 0    | 100%                   | 35,000 |
| CONSTRUCTION MANAGEMENT                   |             |     |           |            |           |            |                              |        |   |                      |      |                        |        |
| 3RD PARTY INSPECTION / QC                 |             | 1   | LOT       | 0          | 0         | 5,000      | 5,000                        | 5,000  | 5,000   | 0%                   | 0    | 100%                   | 5,000  |
| ROW AND PERMITTING                        |             |     |           |            |           |            |                              |        |   |                      |      |                        |        |
| CALTRANS ENCROACHMENT PERMIT              |             | 1   | LOT       | 0          | 0         | 4,500      | 4,500                        | 4,500  | 4,500   | 0%                   | 0    | 100%                   | 4,500  |
| ENGINEERING                               |             |     |           |            |           |            |                              |        |   |                      |      |                        |        |
| SPEC - DETAILED DESIGN                    |             | 1   | LOT       | 0          | 0         | 7,500      | 7,500                        | 7,500  | 7,500   |                      |      |                        |        |
| SPEC - ENGINEERING                        |             | 1   | LOT       | 0          | 0         | 7,500      | 7,500                        | 7,500  | 7,500   | 0%                   | 0    | 100%                   | 15,000 |
| <b>SUBTOTAL</b>                           |             |     |           |            | 0         |            | 59,500                       | 59,500 | 59,500  |                      | 0    |                        | 59,500 |
| CONTINGENCY - 20% (NOTE 3)                |             |     |           |            |           | 0          | 11,900                       | 11,900 | 11,900  | 0%                   | 0    | 100%                   | 11,900 |
| PHILLIPS 66 OVERHEAD COSTS - 15% (NOTE 4) |             |     |           |            |           |            |                              | 10,710 | 10,710  | 0%                   | 0    | 100%                   | 10,710 |
| <b>TOTAL PROJECT COST</b>                 |             |     |           |            | 0         |            | 71,400                       | 82,110 | 82,110  |                      | 0    |                        | 82,110 |

NOTES:

- ESTIMATE COVERS THE COST OF THE TEMPORARY REMOVAL OF APPROXIMATELY 30 FEET OF THE 12" FIREWATER LINE AT THE PHILLIPS 66 LARW ACCESS ROAD OFF OF JOHN S. GIBSON BLVD. IN THE PORT OF LOS ANGELES. CONFLICT WITH I-110 FREEWAY BRIDGE CONSTRUCTION WILL BE TEMPORARILY REMOVED AND PLUGGED. ESTIMATE ASSUMES FIREWATER LINE WILL BE REINSTALLED IN THE SAME LOCATION AFTER BRIDGE CONSTRUCTION IS COMPLETE.
- COST DOES NOT INCLUDE REMOVAL AND REINSTALLATION OF THE DWP EQUIPMENT (BACKFLOW PREVENTER AND CHECK VALVES) THAT WILL BE PERFORMED BY OTHERS.
- THIS ESTIMATE IS BASED ON PRELIMINARY ENGINEERING OF THE PIPELINE ROUTE AND KNOWLEDGE FROM PRIOR PROJECTS IN THE WORK AREA ASSUMPTIONS ON THE FIREWATER LINE LOCATION AND OTHER FACTORS HAVE BEEN MADE THAT MAY OR MAY NOT BE ACCURATE. AS A RESULT, THE ESTIMATE INCLUDES A 20% CONTINGENCY.
- PHILLIPS 66 OVERHEAD INCLUDES INTERNAL COST ASSOCIATED WITH PROJECT MANAGEMENT, ROW SUPPORT, POLA/P66 MEETINGS, ETC.
- COST BREAKDOWN ASSUMES THAT 100% OF THE FIREWATER LINE RELOCATION WORK IS LOCATED IN THE P66 TUNNEL PROPERTY (100% REIMBURSABLE COST BY POLA)