

California High-Speed Rail Authority



Request for Proposals for the Track & Systems Construction Contract

RFQ No.: HSR25-89

Questions and Responses

Round	Date
2	January 8, 2026

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No.	Proposer Question	Authority Response
15	I'm new to government jobs and would like to participate in bidding. I just don't understand if i can bid on jobs posted. Right now, I'm looking at event ID HSR25-89 and saw a job with a well demo, I would love to bid on it. Any suggestions that you may have would be greatly appreciated.	Information regarding how to submit a Proposal is included in Section 4 of the ITP. A pre-bid conference was held on December 19, 2025, at the May Lee Center in Sacramento. Firms can also advertise their interest and availability for teaming within the Cal eProcure system through the Vendor Ads button on the right side of the screen when viewing the TSCC event page on Cal eProcure.
16	will the conference also be available virtually?	The Pre-Bid Conference was conducted in person in Sacramento, California. The presentation and registration list for the Pre-Bid Conference are available on the Authority's website.
17	Schedule 6 [Schedule 6 - 34 30 03] states "...to be provided separately". Please can the Authority provide all documents referred.	The reference could not be found in Schedule 6. Additional documents were provided in Addendum#1. If the document referenced here cannot be located in Addendum#1, please provide specific information regarding which document is sought.
18	[Schedule 3_6-Design Drawing & Specs, section 34 30 03] Reference Standards- The document makes no mention to the TSI energy 1301/2014 standard. Can the Authority please confirm it is not applicable?	The Authority confirms that the TSI energy 1301/2014 is applicable.
19	[Schedule 3_6-Design Drawing & Specs, section 34 30 04] Reference Standards- The document makes no mention to any construction instructions associated with the OCS HS design chosen by the authority. Can the Authority please confirm?	Please refer to 34 30 85 regarding the OCS installation requirements.

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20	<p>[Schedule 3_6-Design Drawing & Specs, page 106 & 107] OCS poles for cantilever - drilling schedule - the OCS pole drilling schedule is not mentioned in the IFB No. HSR 25-25. Can the Authority please confirm whether the TSCC will be responsible for drilling the OCS poles.</p>	<p>Drilling can be seen on the drawings RSP1A_TOCS_DR_EOS_PWD_OC_F55001 and RSP1A_TOCS_DR_EOS_PWD_OC_F55002. The TSCC Contractor will be responsible for drilling any extra necessary holes to allow the assembly of OCS components.</p>
21	<p>[Schedule 3_6-Design Drawing & Specs, section 34 30 03] OCS general requirements - Can the Authority provide a 'library' of OCS general arrangements to enable TSCC to establish a construction method statement.</p>	<p>A: The OCS plans and specifications have been made available in a virtual plan room, but access must be requested pursuant to ITP Section 2.5.</p>
22	<p>[Schedule 3_6-Design Drawing & Specs, section 34 30 03] In relation to OCS general requirements, can the Authority please provide OCS X/section, layout and WBS to enable the TSCC quantifying the workload?</p>	<p>OCS cross-sections and layouts are provided in part 3 of 6 of the TSCC schedules. For the WBS, the OCS general arrangement has been made available in the virtual data room by the Authority; however, access must be requested in accordance with ITP Section 2.5.</p>
23	<p>[Schedule 6 - Optimized Track Delivery Bill of Quantities] Optimized Track Delivery Bill of Quantities in Schedule 6 describes the Emergency Walkways as a 3' wide surface on top of the cable trough. Can the Authority confirm that this is just the lid of the cable trough? Or clarify specifically if not.</p>	<p>The top of the cable trough may be used as an emergency walkway and can be considered as an element of CPUC GO#118 Compliance.</p>

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24	<p>[Schedule 4_6-Design Criteria, Section 33 42 00] The specification calls for drainage aggregate per ASTM C33 No. 67 and Caltrans Section 68-1.025. The design criteria also require durability testing (AASHTO T 96, ASTM D6928), limits on fines, and filter compatibility checks (Terzaghi's rules). Can the Authority confirm if the specified aggregate is expected to meet these additional design criteria requirements, or if the specification alone governs material acceptance?</p>	<p>Drainage aggregate material is expected also to meet the design criteria requirements.</p>
25	<p>[Schedule 3_6-Design Drawing & Specs, Drawings] Can the Authority please provide a drawing for the Special Trackwork HST-80 - BNSF Connection Turnout?</p>	<p>The current design incorporates a passive provision connection with BNSF. Following coordination with the external party, the connection's requirements will be defined. All initial switches required for construction will be supplied by the TSCC Contractor and use AREMA standards. Later in the schedule, following acquisition of HSR switches they will be changed out. The Authority assumes this will occur after two to three years.</p>
26	<p>[Scope of Work] Who is responsible for unloading the material provided by the Authority?</p>	<p>TSCC Contractor is responsible for unloading the material provided by the Authority.</p>
27	<p>[Drawing No. 400_TT_A15031 to 400_TT_A150333] Drawings 400_TT_A15031 to 400_TT_A15033 show the Wasco Viaduct. The drawings show non-ballasted track from Sta. 450+294.56 to 451+672.54. This is a total of 1,378 Track Meters or 4,520 Track Feet as compared to the pay item total of 811 Track Meters or 2,662 Track Feet. Please clarify</p>	<p>The design drawings will be updated and will be issued through a future addendum.</p>
28	<p>[Track Drawings] The Quantity of Concrete Ties with Under Sleeper Pads seems to be very low. Therefor also making the quantity of regular ties seem high. Please clarify.</p>	<p>The design drawings will be updated and will be issued through a future addendum.</p>

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29	[Section 03 05 15] Specification section 03 05 15 requires an ASQ Certified Manager of Quality/Organizational Excellence with 10 years of concrete experience. Please confirm whether this certification is mandatory for the QA/QC role or if equivalent experience and credentials are acceptable.	Equivalent experience and credentials could be acceptable for the Quality Control Manager as long as they have one of the qualifications listed under Caltrans Standard Specifications (2024 Edition) section 90-1.01D(10)(b)(iii). TSCC Contractor is required to submit equivalent experience to the Authority for approval.
30	[Section 03 05 15] Specification section 03 05 15 requires samples stating, "make cement and aggregates available". Please clarify if this refers to physical samples, submittals, or access to stockpiles	This refers to physical samples.
31	In Schedule 16 Section 1.1.10 of the TSCC Agreement. "OCS Components" is listed as "Authority will directly furnish...". In addition, in the CHSRA Board Meeting Agenda Item #3, held on November 20, 2025, it stipulated: "The Board will purchase OCS system components". Can the Authority please provide a list of all the exact components that will be furnished as a part of this package and confirm if the Contractor is responsible for procuring any remaining materials. "	Authority anticipates procuring all OCS components. The list will be provided in a future addendum.

<p>32</p>	<p>In Schedule 16 Section 1.1.10 of the TSCC Agreement. "OCS Components" is listed as "Authority will directly furnish...". In addition, in the CHSRA Board Meeting Agenda Item #3, held on November 20, 2025, it stipulated: "The Board will purchase OCS system components". Should we be required to procure any OCS Components, can the Authority provide downloadable documents in 'Box' so that we may forward on to the supply chain, or does the Authority require us to follow the same process of submitting a signed NDA from each supplier we intend to contact?"</p>	<p>Authority anticipates procuring all OCS components. The list will be provided in a future addendum.</p> <p>During the RFP process, confidential reference materials are only available by following the procedure provided in ITP Section 2.5. These documents are viewable only in Box. The Authority will work with the TSCC Contractor after contract execution to ensure that the TSCC Contractor has access to documents necessary to complete their Work.</p>
<p>33</p>	<p>In regard to the USDOT IFR about the DBE program, Section 3.15 of the ITP states "Pursuant to 49 CFR 26.55(i) and 49 CFR 26.52(h), the Authority will not count DBE participation towards the above-referenced 10 percent DBE goal and will not apply the 10 percent DBE goal until the applicable Uniform Certification Program(s) have completed the 49 CFR 26.111 reevaluation process for a business." Please can the Authority confirm, provided no final ruling and subsequent program updates are issued before the RFP due date, no DBE participation will be required to complete the track, civil and OCS scope of work in CP 4?"</p>	<p>The 10% DBE goal remains temporarily suspended and will not be required/scored for the initial RFP proposal. However, the goal remains a contractual obligation and a federal requirement that will be enforced once the applicable Uniform Certification Program(s) DBE certification reevaluation process is officially completed, and the Authority is authorized to resume goal counting.</p> <p>As provided above, the reevaluation process is not anticipated to be officially completed before the RFP due date. As to if "DBE participation will be required to complete the track, civil and OCS scope of work in CP 4 (Package 2B)," the Authority has no information as to when the reevaluation process will be completed.</p>

<p>34</p>	<p>In regard to the USDOT IFR about the DBE program, Section 3.15 of the ITP states ""Pursuant to 49 CFR 26.55(i) and 49 CFR 26.52(h), the Authority will not count DBE participation towards the above-referenced 10 percent DBE goal and will not apply the 10 percent DBE goal until the applicable Uniform Certification Program(s) have completed the 49 CFR 26.111 reevaluation process for a business.""</p> <p>Please can the Authority confirm that the Authority will only notify the Contractor of DBE goal enforcement during the pricing phase for each NTP. DBE participation will not be added to an NTP after the Contractor is in receipt of the NTP."</p>	<p>The Authority does not establish DBE participation requirements tied to a specific scope of work, either prior to issuance of the Notice to Proceed (NTP) or at any point thereafter.</p> <p>Once the DBE 10% goal is in effect after the applicable Uniform Certification Program(s) DBE certification reevaluation process is officially completed, the Authority will notify all contractors and provide instructions related to compliance.</p>
<p>35</p>	<p>Please confirm the following small business, disadvantaged business etc. goals in regard to Section 3.15 of the ITP:</p> <ol style="list-style-type: none"> 1. SBE - 20% of total contract value (inclusive of 2.4% Microbusiness) 2. DBE - 10% of total contract value 3. DVBE - 3% of total contract value" 	<p>The Authority confirms the following participation goals as detailed in Section 3.15 of the ITP:</p> <ol style="list-style-type: none"> 1. Small Business Enterprise (SBE): 25% of the state funded contract value (inclusive of a 3% Microbusiness goal). 2. [Suspended] Disadvantaged Business Enterprise (DBE): 10% of the total contract value (currently subject to the IFR suspension until a DBE's UCP reevaluation is complete). 3. Disabled Veteran Business Enterprise (DVBE): 3% of the total contract value. <p>For the RFP, the Authority will evaluate proposals for efforts to meet only the SBE goals and DVBE goals.</p> <p>Until the applicable UCP completes the DBE certification reevaluation process, the Authority will not count any DBE participation towards its goal. (See Official FAQs on USDOT DBE IFR, revised December 1, 2025.)</p>

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36	<p>[RM.15-Governance Framework] The table of contents is unreadable. Can the Authority please re-issue?</p>	<p>An updated version of this document was provided in Addendum#1.</p>
37	<p>[ITP P.13-14] "2.2 Description of the Work. - NTP 1: Mobilization of TSCC Contractor; procurement of long lead materials and equipment for NTP 2-4 construction. - NTP 5: Mobilization of the Contractor's traction power, train control, telecommunications systems, and SCADA systems installation and testing teams, including OEM suppliers, and procurement of long lead materials and equipment for systems Work." Can the Authority clarify: when the RFP refers to the pricing of long lead materials and equipment as well as OEM procurement, does the Authority mean just the system components (traction power, train control, telecommunications, SCADA) and OCS elements, or do you mean construction machinery and construction equipment, also?</p>	<p>TSCC Contractor to identify long lead items, if any, for NTP1 and NTP5.</p> <p>For the purpose of pricing as per ITP Form J, the long lead items are only related to NTP1. Ordering of long lead items would be at the Authority's discretion.</p> <p>Selection of the systems (traction power, train control, telecommunications) original equipment manufacturer (OEM) will occur after the award of the Contract and will be based on a competitive process with open book pricing.</p>
38	<p>[ITP, Agreement 32.15] We note that Novation to a development partner is at the sole discretion of the Authority, and that the TSCC must execute a novation agreement within 7 days of receipt. Can the Authority explain the foreseen mechanisms related to this (in particular guaranty of payment, transfer of bonds, introduction of additional parties in the Governance Framework etc.).</p>	<p>A more detailed process regarding the novation, including negotiations with the P3 developer and TSCC Contractor, will be included in a future addendum.</p>

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39	<p>[ITP, Agreement 32.15] We note that Novation to a development partner is at the sole discretion of the Authority, and that the TSCC must execute a novation agreement within 7 days of receipt. Can the Authority confirm that execution "within 7 days from receipt" if from the issue of the final (and approved by all parties) novation agreement?</p>	<p>A more detailed process regarding the novation, including negotiations with the P3 developer and TSCC Contractor, will be included in a future addendum.</p>
40	<p>[ITP, 5.8.4 pp. 40] Should we decide to submit an Alternative Technical Concept (ATC), that positively impacts the price, when will the Authority confirm its approval for inclusion in the proposal?</p>	<p>The ATC process was removed in Addendum 1 to reflect the revised pricing approach and level of design provided in the RFP. Please refer to Section 5.8.4 of the ITP (Addendum 1) for further information.</p>
41	<p>[ITP Form J1 - Pricing Sheet] Can the Authority confirm where we are to price Bonds and Insurance as Tab 1A, 1B and 2B have cells requesting these items.</p>	<p>Proposers shall include prices for Bonds and Insurance for each Package in the respective tabs for Package 1A, 1B, and 2B in ITP Form J1.</p>
42	<p>[ITP Form J1 - Pricing Sheet] Can the Authority confirm if Bonds and Insurance are these to be priced as a percentage of the total or as a lump sum?</p>	<p>Proposers shall provide a lump sum price for Bonds and Insurance for each Package in the respective tab of ITP Form J1.</p>
43	<p>[ITP, Attachment B] Attachment B: Criteria for Awarding Points for the proposal states that the Maximum Technical Proposal Points as 100 but adding up all 9 categories gives a total of 110.</p>	<p>ITP Attachment B was updated in Addendum#1.</p>
44	<p>[ITP Form J1 - Pricing Sheet, 2B] Package 2B Form J1 lists 2 different allowances for Flagging and Spare Parts. Will this allowance be provided by the Authority or is the Contractor to form this allowance?</p>	<p>Allowances will be provided by the Authority.</p>

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45	[ITP Form J1 - Pricing Sheet, Maintenance Tab] Noting that under the ITP Clause 2.3 it states that "maintenance of high-speed rail systems and assets..." is an option. Can the Authority confirm that the in Form J1 under the Maintenance Tab this is for information only and not to be priced at this stage?	TSCC Contractor shall provide the price, which will be evaluated as part of scoring, pursuant to ITP Section 6.7.
46	[ITP Form J1 - Pricing Sheet, TSCC Contractor Fee] The Authority should consider adding a floor to allowable overhead and profit on the Contractors' Fee. Understanding they are capped at 14% for Self-Performed and 10% for Subcontractors, the Authority should add a minimum to this as well since the weight of these items is so significant.	The Authority declines adding a minimum to fees.
47	[Schedule 1_6-TSCC Schedules] Can the Authority Please provide a legible copy of Exhibit D – Approved Project Schedule?	The legible copy of Exhibit D - approved project schedule applicable to BNSF Contract HSR 19-13 has been provided through Addendum#1.
48	[Schedule 1_6-TSCC Schedules, Section 1,1,12] Schedule 16 - Scope of Work, section 1.1.12 states the Contractor shall be responsible for material shipping and handling. Please can the Authority confirm that the contractor is responsible for coordinating and unloading of the material but not paying for the shipping of the material.	The Authority confirms that the TSCC Contractor will be responsible for coordinating and unloading the materials but will not be responsible for paying for the shipping of the materials. Additional information related to the purchase of materials will be included in a future addendum.
49	[Schedule 1_6-TSCC Schedules, Section 1,1,14] Schedule 16 - Scope of Work, section 1.1.14 states the Contractor shall retain responsibility for the interim maintenance of all assets from installation through to commencement of revenue service. Is this cost derived from Pricing Sheet J1, Tab for Maintenance? Or is this considered a separate cost incidental to the work?	TSCC Contractor shall retain responsibility for the interim maintenance of all assets from installation through to commencement of revenue service. The cost of this interim maintenance is considered an incidental cost to the work.

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50	[ITP Form J1 - Pricing Sheet, 2B] Can the Authority confirm that Maintenance costs in tab "Maintenance" on Form J1 does not form part of the evaluated sums?	TSCC Contractor shall provide the price, which will be evaluated as part of scoring, pursuant to ITP Section 6.7.
51	[ITP, Section 3.16 – Small Business Communication Plan, page 31 of 77]: Please confirm the Small Business Communication Plan is not required to be submitted with the proposal and that only a description of the plan is required in Section 6.6.2.1 – Small Business Communication Plan.	Correct, Proposers are not required to submit the full Small Business Communication Plan as part of their Proposal. Proposers should reference the requirements of ITP Sections 3.16 and 6.6.2.1, as well as the scoring criteria in Attachment B when preparing their Proposals.
52	[ITP. Section 2.2 Description of Work] Can the Authority clarify the scope of works for NTP (1A). - what activities are the full extent of the 'Mobilization' activities and timeline required to be priced with the Proposal? Should the Proposer assume that the mobilization will encompass the project management organization for NTP 1-4? or 1 to 9?	The mobilization in NTP1 is for the mobilization required for the design of the system, and the remaining Civil works, Track & OCS works, as indicated in the contract documents for Package 2B, ITP form J (CP4).
53	[Schedule 16, Section 1.1.6, Section 2.1.1, and Section 2.1.9] Schedule 16, Section 1.1.6 refers to "commencement of all systems Design Work", whereas Section 2.1.1 refers to "(B) all Systems Design Work" and Section 2.1.9 states that the "Contractor shall commence and produce all preliminary systems design deliverables required to enable the TSCC Contractor to engage with the systems Suppliers..." and Clause 2.1.11 states "The TSCC Contractor, with its system Supplier(s), shall produce all detailed design for all train control, telecommunication systems, traction power and SCADA systems." We also note that Schedule 41 identifies that the Authority is "fully informed on and	Revised package 1B will be included in a future addendum.

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	<p>involved in all matters relating to the procurement of the System Provider"</p> <p>Can the Authority confirm that NTP1 (and all associated pricing in Form J1) only requires the Contractor to commence and produce sufficient preliminary systems design deliverables required to enable the TSCC Contractor to engage in the procurement of the systems Suppliers.</p>	
54	<p>[Schedule 16 1.1.10] Rail is listed as a package to be furnished by the Authority in Schedule 16 Section 1.1.10 of the TSCC Agreement. Will the Authority be furnishing the Contractor with the manufacture and supply of all switches (turnouts) as inferred in Schedule 16, Clause 1.2.4?</p>	<p>Correct, the Authority will procure permanent switches for the final and permanent works. The TSCC Contractor shall be responsible for coordinating with the manufacturer on the supply of all switches. However, the TSCC Contractor is responsible for the supply and installation of the switches for the purpose and duration of the construction works.</p>
55	<p>[ITP, Schedule 5.8.4.6 Page 44] Can the Authority please clarify the concept of "Contract Price"? It does not seem to be a defined term.</p>	<p>This language was removed in Addendum#1.</p>
56	<p>[ITP] Can the Authority please confirm that the Instructions to Proposers are part of the reference documents</p>	<p>The Instructions to Proposers are provided as instructions for the procurement process only and are not part of the final Contract.</p>
57	<p>[ITP, Form J1] Can the Authority clarify the duration of the mobilization. Is it only for NTP 1, 2, 3 and 4? Or 1-9?</p>	<p>The mobilization in NTP1 is for the mobilization required for the design of the system, and the remaining Civil works, Track & OCS works, as indicated in the contract documents for Package 2B, ITP form J (CP4).</p>
58	<p>[Agreement, Article 1.1], Can the Authority confirm that it will allow the TSCC Contractor to claim for change in tax law?</p>	<p>See definition of Change in Law. Per clause (c), a change in Applicable Law related to sales tax on materials that are permanently incorporated into the Work is a Compensable Event, whereas a change in other tax law is not a Compensable Event.</p>

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59	[ITP, Article 5.8.2], No validity period for bid submission - Offer must remain valid until the Authority awards the TSCC Agreement- can the proposer propose a validity period for its proposal?	The bid validity period will be clarified in a future addendum.
60	[Agreement, Article 10.12] Can the Authority confirm our understanding that the TSCC Contractor can refuse work if no price agreement is reached?	Yes, pursuant to Section 10.9 of the Agreement, the Authority and TSCC Contractor must agree to price in order to move forward with a Package.
61	[Agreement, Article 19 & Schedule 42] Notice of Final Acceptance is not an official confirmation of compliance (does not prove that the Work complies with the TSCC Agreement)- Can the Authority please clarify whether the term "final acceptance" under Schedule 42 the same as the term "Final Acceptance" used under the Agreement?	The Authority will review usage of the term "Final Acceptance" in Schedule 42 and as needed, make revisions in a future addendum to ensure consistency with the TSCC Agreement.
62	[Agreement, Article 19 & Schedule 42] Notice of Final Acceptance is not an official confirmation of compliance (does not prove that the Work complies with the TSCC Agreement)- Can the Authority please clarify whether TSCC Contractor remains liable for defects or non-compliance even after issuance of the Notice of Final Acceptance (as Notice of Final Acceptance is not an official confirmation of compliance)?	After Final Acceptance, the TSCC Contractor will be responsible for correction of defects or other issues related to the construction during the Warranty Period. In addition, TSCC Contractor will retain liability for defects in the Work in accordance with Applicable Law, including after the Warranty Period.
63	[ITP, Form J1], Can the Authority explain the "NA" in all the cells in Package 1B sheet? We assume this means we are not to price any design activities with the RFP submission with the exception of the Self Performed and Subcontract Design Fees?	Revised Package 1B will be included in a future addendum.

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64	<p>[ITP, Form J1] Can the Authority clarify the Maintenance sheet within Form J1. As this is not part of the evaluation criteria can we assume that this is not to be priced at this stage / submitted with the RFP response?</p>	<p>TSCC Contractor shall provide the price, which will be evaluated as part of scoring, pursuant to ITP Section 6.7.</p>
65	<p>[ITP, Form J1] Can the authority confirm the extent of the mobilization activities?</p>	<p>The mobilization in NTP1 is for the mobilization required for the design of the system, and the remaining Civil works, Track & OCS works, as indicated in the contract documents for Package 2B, ITP form J (CP4).</p>
66	<p>[ITP, Form J1] Can the Authority confirm whether mobilization covers just the startup of the contract?</p>	<p>The mobilization in NTP1 is for the mobilization required for the design of the system, and the remaining Civil works, Track & OCS works, as indicated in the contract documents for Package 2B, ITP form J (CP4).</p>
67	<p>[ITP, Form J1] Can the Authority confirm whether mobilization covers the mobilization and all program and project management staff for the duration of NTP1-4, or NTP 1-9?</p>	<p>The mobilization in NTP1 is for the mobilization required for the design of the system, and the remaining Civil works, Track & OCS works, as indicated in the contract documents for Package 2B, ITP form J (CP4).</p>
68	<p>[Agreement, Section 1] The TSCC Agreement stipulates that design must adhere to "Good Industry Practice," while construction is required to be "fit for use/purpose." Given that under California law, common law rights may enable the Authority to pursue claims for design defects for up to ten years, is it feasible to negotiate a limitation of our design liability exclusively to "Good Industry Practice" and reasonable care, thereby expressly excluding any "fit for purpose" obligations or extended common law liabilities?</p>	<p>A change will be made in a future addendum regarding the "fit for use/purpose" request. As it pertains to the common law rights related to design defects, the requested change will not be made.</p>

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69	<p>[Agreement, Section 19.2.1 paragraph (c)] The TSCC Contractor is required to certify Authority-provided design documents, effectively necessitating certification of third-party work. This obligation is neither permissible under California law nor covered by professional indemnity insurance. Accordingly, would it be feasible to revise or eliminate this certification requirement? More specifically, can the Contractor's obligations be limited to conducting constructability reviews and providing comments, without assuming liability or certifying third-party work?</p>	<p>Section 19.2 does not require TSCC Contractor to certify the third-party work, only that TSCC Contractor "has reviewed the Authority-Provided Design Documents" and that such Authority-Provided Design Documents "are sufficient for TSCC Contractor to complete" the Construction of that portion of the Project. Design responsibility remains with the designer of record.</p>
70	<p>[ITP, Section 6.9 Stipend Payment] Can the Authority consider revising the value of the stipend from \$1m to \$3m?</p>	<p>The Authority declines to increase the stipend payment.</p>
71	<p>[ITP, Section 6.9 Stipend Payment] Can the Authority confirm that the "supporting documentation" (cf. 2.7 of the Stipend Agreement) to be provided by the Proposer for invoicing could be invoices paid by Equity Members?</p>	<p>Supporting documentation for stipend payments may include invoices paid by Equity Members for Proposal preparation, so long as such costs are allowable pursuant to ITP Form Q, Exhibit B, Section 4.</p>
72	<p>[HSR23-32 Optimized Track Delivery Bill of Quantities Revision A.3 11/14/2025] Will the Authority provide a Caltrans Specification Reference for each item listed in the Optimized Track material table.</p>	<p>The TSCC Contractor is expected to comply with all relevant standards applicable in the technical specifications. The Authority does not intend to provide a Caltrans specification reference.</p>
73	<p>[Agreement, 13.4 Differing Site Conditions] How does Code 4215 interact with this Section.</p>	<p>California Government Code 4215 relates to a public agency's responsibility for undiscovered trunkline and main utility facilities. Discovery of such a main or trunkline which affects TSCC Contractor's ability to complete the Work would be a Differing Site Condition under this Section and the Authority would pay for its removal, relocation, or protection as required by California Government Code 4215.</p>

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74	<p>[Agreement, 26.1.2 Limitation TSCC Contractor Liability] Will the Authority set a reasonable cap for Liquidated Damages or should the TSCC Proposer suggest a cap on total exposure? Will the Authority consider grace periods or mitigation measures before applying penalties?</p>	<p>See Section 19.10.1, which provides a cap of 365 days on Liquidated Damages for Delay.</p>
75	<p>[26.1.2 Limitation TSCC Contractor Liability] Will the Authority set a reasonable cap for Fines, or should the TSCC Proposer suggest a cap on total exposure?</p>	<p>The Authority will not set a cap for fines. Note that a limitation of liability is included in Section 26.1.1(a).</p>
76	<p>[Agreement, 26.1.2 Limitation TSCC Contractor Liability] Will the Authority consider grace periods or mitigation measures before applying penalties?</p>	<p>Please clarify this request.</p>
77	<p>[Agreement, Definitions, Interpretation and Miscellaneous; Section 1.1] Will the Authority remove the references to Shareholders and Parent Company liability.</p>	<p>Please clarify this request.</p>
78	<p>[Agreement], please define how the TSCC Contractor can remedy an unreasonable decision of the Authority acting in its sole authority.</p>	<p>Per Section 4.1.1(e) and (f), the Authority's use of sole discretion is not subject to any Claim or Dispute under the Agreement. However, the Authority is subject to Applicable Law which requires good faith and fair dealing in exercise of discretion, and any violation of that standard should be addressed at law.</p>
79	<p>[Agreement, Schedule 8] How are actions related to Environmental Commitments to be priced?</p>	<p>The actions related to the requirements of the Environmental commitments are considered incidental to the work and shall be included in the price proposal in form J.</p>
80	<p>[Agreement, Section 7.1] Can the Authority clarify that the Performance Bond is 50% as indicated in the ITP?</p>	<p>See Addendum#1 to the ITP, which addresses the conflicting terms.</p>

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81	<p>[ITP, Sections 5.8.2 & 6] Can the Authority confirm that a negotiation phase will take place in line with California Procurement Code?</p>	<p>The Authority strongly encourages Proposers to raise potential concerns with the procurement process or TSCC Agreement during the procurement process through Proposal questions and the One-on-One process in the ITP. The Authority will conduct limited negotiations with the top-ranked Proposer consistent with ITP Section 7.7 and applicable State of California requirements.</p>
82	<p>[ITP, Section 6.1] Can the Authority confirm that bidders will be able to comment/request changes on the draft TSCC Agreement with their Proposal?</p>	<p>Contractors can propose changes to the draft TSCC Agreement; however, the Authority, at its sole discretion, might accept or reject the proposed changes.</p>
83	<p>[Agreement, Section 1.1] Can the Authority clarify the scope of 'Change in Law': does it include minor interpretative changes or only significant legislative amendments?</p>	<p>See the definition of Change in Law. Any Change in Law must be (i) materially inconsistent with Applicable Laws in effect on the applicable Setting Date and (ii) (x) require a material modification in the design of the Project, or (y) result in imposition of material additional mitigation requirements on the Project due to impacts on archaeological, paleontological, biological or cultural resources or artifacts.</p>
84	<p>[Agreement, Section 1.1] Can the Authority clarify how will materiality be assessed for changes in law impacting design or mitigation requirements? Does it include customs duties?</p>	<p>See definition of Change in Law, which states that Any Change in Law must be (i) materially inconsistent with Applicable Laws in effect on the applicable Setting Date and (ii) (x) require a material modification in the design of the Project, or (y) result in imposition of material additional mitigation requirements on the Project due to impacts on archaeological, paleontological, biological or cultural resources or artifacts.</p> <p>Changes in tariffs will not be considered Change in Law. See definitions of Tariff, Tariff Event, and Tariff Material and Section 20.4.4.</p>

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85	<p>[Agreement, Section 1.1] Can the Authority clarify how can we adjust our price in case of change in tax and customs duties law?</p>	<p>See definition of Change in Law and Sections 21 and 22. A change in tax will only be a Relief Event to the extent it satisfies the definition of Change in Law. A change in Tariffs will be handled as a Tariff Event per Sections 20.4.4 through 20.4.6.</p>
86	<p>[Agreement, Section 20.15.2] Can the Authority confirm whether they would like a guarantee or a 5% retainage. We do not believe that it is reasonable to request both.</p>	<p>See Section 20.15.1(h). Retainage is a statutory requirement, however, TSCC Contractor may elect to provide securities, or a letter of credit as described in Public Contract Code Section 22300 as a substitute for retainage.</p>
87	<p>[Agreement, Section 6.1 & 6.2] In the event of cancellation of the TSCC Agreement under Section 6.1.2, could the Authority please clarify whether the regime relating to termination for convenience (Section 28) would apply?</p>	<p>Yes, it is anticipated that a termination under this provision would be treated as a termination for convenience.</p>
88	<p>[Agreement, Section 7.1 & 7.4] Could the Authority clarify the criteria for requiring additional guarantees under Section 7.4?</p>	<p>As stated in Section 7.4.3, "[i]f, at any point during the course of this Agreement, any Guarantor's financial capacity is materially negatively affected, as determined by the Authority in its good faith discretion, the Authority may require, and TSCC Contractor shall provide, one or more additional guarantees so that the combined financial capacity of the Guarantor and the additional guarantors provides equivalent security to the Authority as the guaranty provided as of the Effective Date."</p>
89	<p>[Agreement, Section 7.1 & 7.4] Will the Authority provide advance notice and justification before requesting extra guarantees?</p>	<p>In accordance with Section 7.4.2, TSCC Contractor is required to report on the financial capacity of each Guarantor no less frequently than quarterly or upon any adverse change to a Guarantor's financial capacity. In accordance with Section 7.4.3, additional guarantees may be required if the Guarantor's financial capacity is materially negatively affected.</p>

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90	<p>[Agreement, Section 7.4] Could the Authority clarify how often the Guarantor financial capacity would be checked by the Authority?</p>	<p>Pursuant to Section 7.4.2 of the Agreement, TSCC Contractor shall submit financial capacity reports for each Guarantor to the Authority (i.e., financial statements), and the Authority will review the Guarantor's financial capacity information upon receipt.</p>
91	<p>[ITP, Section 10.2.2] Could the Authority clarify the TSCC Contractor's rights to compensation if the Authority decides not to issue NTP for a Package?</p>	<p>In accordance with Section 10.2.2(b), the Authority has no liability to TSCC Contractor for any Work under a Package that is undertaken prior to issuance of Notice to Proceed for that Package.</p>
92	<p>[Agreement, Section 10.15] Could the Authority clarify the TSCC Contractor's rights if actual costs exceed the Final Package Price?</p>	<p>See the definition of Final Package Price, which states that, with respect to each Package, the Final Package Price is the maximum price the Authority agrees to pay TSCC Contractor for all Work to be completed under the Package. See also Section 20.1(d), which states that "The agreed Final Package Price set forth in the Package Specific Information, once effected through the applicable Package Amendment, may only be modified through a Change Order." See also, Articles 21 through 23 regarding Relief Events and Change Orders.</p>
93	<p>[Agreement, Sections 13.3 & 13.5] Can the Authority clarify the notice requirement: is it 1 hour or 48 hours for reporting hazardous materials?</p>	<p>Edits will be made in a future addendum. For clarification, under Section 13.3.1(a)(i), upon discovery of Hazardous Materials, TSCC Contractor is required to provide notice by telephone or in person within one hour of discovery, with follow-up written notice within 48 hours of discovery.</p>
94	<p>[Agreement, Section 14.21] Can the Authority specify which risks are considered 'General Project Risks' and which are excluded?</p>	<p>As per Section 1.2(c), the captions of a section are for convenience only and are not treated or construed as part of the Agreement. Section 14.21 refers to Project risks generally, and "General Project Risks" are not used or defined in the Agreement. A clarifying edit will be included in a future addendum.</p>

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95	[Agreement, Sections 27 & 28] Can the Authority clarify the process for calculating termination payments?	Calculation of any amounts to be paid to TSCC Contractor in the event of a Default Termination Event will be calculated in accordance with Section 27.5.1(b). For a termination for convenience, calculation of amounts to paid to TSCC Contractor will be in accordance with Section 28.1.3.
96	[Agreement, Section 30] Will the Authority agree to discuss cost-sharing for arbitration expenses?	The administrative costs of arbitration under Section 30.12 will be addressed as per Applicable Law, including the California Code of Civil Procedure.
97	[Agreement, Sections 21 & 22] Can the Authority confirm the process for validating a Relief Event claim?	See various notice requirements in Sections 22.1, 22.4, and 22.5.
98	[Agreement, Sections 21 & 22] Can the Authority confirm if their time limits for submitting notices and supporting documentation?	See Section 22.1 for time frames for requirements related to submission of a Relief Event Notice and any supplemental information.
99	[Agreement, Section 23] Can the Authority confirm how pricing for Change Orders be determined (unit rates vs negotiated)?	See Section 23.3.1 for requirements related to pricing of Change Orders.
100	[Agreement, Section 23] Can the Authority confirm if there a cap on cumulative Change Orders?	No, there is no cap on cumulative Change Orders.
101	[Agreement, Sections 22.1.2 & 22.2.2] Can the Authority clarify the notice to submit a Relief Event Notice: is it 20 days after TSCC Contractor has Actual Knowledge of or should have known (22.1.2) or 15 days after the timeframe required under this Agreement (22.2.2)	TSCC Contractor is required to provide notice within [5] days of the date TSCC Contractor had Actual Knowledge or the date TSCC Contractor should have known of the Relief Event occurrence. In accordance with Section 22.2.2, if notice is delayed 15 days beyond such time period, TSCC Contractor is not permitted to claim for any losses caused by the Relief Event.

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102	[Agreement, Section 30] Can the Authority clarify whether Section 30.9(c) prevents TSCC Contractor from resorting to the disputes resolution mechanism provided under Section 30 during the performance of the works/Warranty Period?	[Under further review]
103	where can we obtain a list of interested contractors that will be bidding for the CAHSR Track and Systems contract?	The Authority does not have a plan holders list for this procurement. Instead, the registration list from the Pre-Bid Conference is available on the Authority's website.
104	Could you tell me if there will be sound walls in segments CP2-CP3, as shown in the following OCS system table?	There are no soundwalls in CP 2-3.
105	Can a plan holders list be obtained from the authority? Can the attendees list of the Pre-Bid conference be made available? If there is any presentation material from the Pre-Bid conference, can this also be made available?	The Authority does not have a plan holders list for this procurement. Instead, the presentation and registration list from the Pre-Bid Conference is available on the Authority's website.
106	I was wondering if you could provide me a list of the Primes and their contact information, that are interested in bidding on the RFP.	The Authority does not have a plan holders list for this procurement. Instead, the registration list from the Pre-Bid Conference is available on the Authority's website.
107	I am writing to ask if there will be any environmental work associated with the Track & Systems Construction Contract RFP meeting on December 19.	Yes, see Schedule 8.
108	[Schedule 3_6-Design Drawing & Specs - PWD_TT_A05001 to PWD_TT_A05123] Can the Authority provide the relative stationing at the bottom of the cross-section drawings?	Yes, this will be updated during the final design produced by the Authority's Track/OCS Design Services Consultant.

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109	[Schedule 2_6-Systems Tech Specs - 34 30 03 para 1.04 C] Schedule 16 1.1.10 clearly states that the Authority is providing OCS Components. Based on this, please confirm that the Authority is responsible for the fit, form and function of the Hardware procured by the Authority and provided to the TSCC Contractor in lieu of the Contractor as described in 1.04 C.	Correct, but the Contractor shall still be responsible for certifying the fitness of the overall system; hence shall verify that the Authority-supplied items meet their needs, and any defects or errors are to be raised to the Authority in a timely manner.
110	[Schedule 2_6-Systems Tech Specs - 00 01 16 Sch 16 para 1.3.3] Please confirm that the Authority will provide final OCS cantilever dimensions that account for As-built pole to track centerline dimensions as part of the detailed design	Confirmed.
111	[Schedule 2_6-Systems Tech Specs - 00 01 16 Sch 16 para 1.3.18] Please clarify sentence which reads 'All designs shall include passive provision ensuring interoperability with those systems of the blended corridor infrastructure owners'.	The TSCC Contractor shall design a fully integrated system that is interoperable with blended-corridor infrastructure owners, where applicable. For the TSCC scope, which is limited to the Central Valley segment, no blended corridors are currently within the project limits. Accordingly, the interoperability requirements referenced in Systems Technical Specifications - Section 00 0116, Schedule 16, Paragraph 1.3.18 are not applicable to the TSCC scope but remain applicable to future project phases where blended-corridor interfaces are introduced.
112	[Schedule 2_6-Systems Tech Specs] Will the Owners answers to the contractors' questions be incorporated into the final contract?	Any changes will be issued in a future addendum prior to receiving proposals.

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113	<p>[Schedule 1_6-TSCC Schedules] As per "1.3 Responsibility of Design", it is mentioned that the Track and OCS designs will be produced by the Authority's Track/OCS Design Services Consultant up to release for construction designs. However, it is indicated in the statement "2.1.3" that the Contractor shall provide support services to the Consultant to completion of RfC. Could you please clarify how exactly the Contractor is involved in the completion of RfC?</p>	<p>TSCC Contractor will be required to perform a constructability review of the final design produced by the Authority's Track/OCS Design Services Consultant.</p>
114	<p>[Schedule 3_6-Design Drawing & Specs - 34 30 03, 1.05 construction] Schedule 16 1.1.10 clearly states that the Authority is providing OCS Components. OCS General Requirements 34 30 03 1.05 - Construction contemplates the Authority only providing poles and contact wire. Please specifically confirm what OCS parts, pieces components and material will be furnished by the Authority.</p>	<p>Authority anticipates procuring all OCS components. The list will be provided in a future addendum.</p>
115	<p>[RM.13-RAM Management Plan - 34 30 03, 1.05 construction] Referring to the OCS system components to be furnished by TSCC, considering the fact that the system design is sourced outside of USA and supported by EN standards. Has the authority applied for a Waiver including some of the OCS items i.e. Disconnecter, HS section insulator, current carrying hangers?</p>	<p>There are currently no 'Buy America' waivers for OCS components. All components shall meet the provided design requirements and are to be sourced/manufactured/transformed from sub-components, in accordance with the current CFR's.</p>
116	<p>[Schedule 7] Schedule 7 describes the technical submittal and review process; however, it does not explicitly indicate whether a formal review procedure with defined response timelines applies to Authority reviews. Could you please clarify whether there is an established review procedure, including indicative or</p>	<p>Refer to the Schedule 7 section 5.2.3 Submittal Review "Once submitted onto Trimble (e-Builder), the Authority will have thirty (30) calendar days (unless otherwise contractually obligated or approved by the Authority) to begin reviewing/routing the submittal."</p>

	contractual deadlines, for Authority comments and approvals of technical submittals?	
117	[Schedule 3_6-Design Drawing & Specs - 34 30 85, OCS Installation] In many occasions in this specification section, the Authority refers to "manufacturer's recommendations". Can we expect the OCS general arrangement to be issued with a list of approved suppliers for each component?	The component drawings provided to the Authority under license from SNCF are available for viewing in the Authority's virtual room. The instructions for the access are given in the ITP form P. Also see Q136 response in relation to Buy America for these components.
118	[Schedule 1_6-TSCC Schedules - OCS Typical foundation Dwg N° PWD_OC_H55001] For pricing purposes, please provide typical foundation DWG for counterweight pole foundation and Guy anchor foundation	At the current stage of design development, all foundations are assumed to be identical. Detailed typical designs for the counterweight pole and guy anchor foundations will be developed during Final Design by the Authority's Track/OCS Design Services Consultant.
119	[Schedule 1_6-TSCC Schedules - Schedule 5(I) Section 6.1] As per item 6.1.1, the interfaces are classified as following: <ul style="list-style-type: none"> • Third Party interfaces: interfaces between TSCC systems and systems provided by Third Party • External interfaces: interfaces between TSCC systems and systems provided by CHSR contractors • Internal Interfaces: Interfaces between systems within the TSCC scope However, according to the document "PLAN-1022 Interface Management Plan" section 5.2.3, internal interfaces refer to interactions between systems within the System of Systems (SoS) whereas external and third-party interfaces involve interactions with systems or entities outside the system boundary. Would you please advise on the right definition of interface classifications to be considered?	<p>Third Party interfaces: Interfaces between TSCC systems and systems provided by Third Party beyond the TSCC system boundary (excluding Authority contractors).</p> <p>External Interfaces: Interface between TSCC systems and systems provided by CHSR Contractors beyond the TSCC system boundary (such as T&OCS design contractor, Civil Packages, Stations Contractor, Facilities Contractor, Solar PV and BESS Contractors but not limited),</p> <p>Internal Interfaces: These occur between the defined systems within the SoS (System of System) and do not involve interactions with systems or entities outside the system boundary.</p> <p>Also refer to figure 5 of RM 26 - Interface Management Plan.</p>

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120	[Typical Sections - Drawing PWD_OC_E35001 & CP4 OCS Layout Drawing 400_OC_D15002] We request clarification regarding the level of detail intended by the Authority for their OCS final design deliverable. The RFP drawing sections are only typical, and the RFP OCS layouts do not designate specific cantilever type at each pole nor any ancillary equipment required (jumpers, static & feeder wire hardware, etc.). Please confirm that the Authority final design will include drawing for each cantilever and a cantilever assigned to each pole.	Confirmed.
121	[NDA Accessible SNCF files] Please confirm that the application of the SNCF design typical & hardware to the CAHSR is the scope of the Authority's Track/OCS design consultant as part of their final design.	Yes, the final design of the track and OCS is produced by the Authority's Track/OCS Design Services Consultant.
122	[ITP -Instruction to Proposers - Section 3.15 Small Business Program and Small Business Performance Plan, page 33 of 83] The first paragraph indicates a separate 10 percent Disadvantaged Business Enterprise (DBE) goal. In light of the Federal government's issuance of 49 CFR Parts 23 and 26, Interim Final Rule on October 3, 2025, could you please confirm what is the DBE goal for this contract?	At this time, due to the recent federal DBE program changes, DBE goals are temporarily on hold and will not be applied to this procurement. However, the Authority's Small Business Program goals remain fully in effect, including the 25% Small Business goal, which encompasses the 3% Microbusiness and 3% DVBE goals. For additional details, refer to ITP section of the RFP, which outlines the applicable requirements for this procurement.