

California High-Speed Rail Authority



Request for Proposals for the Track & Systems Construction Contract

RFQ No.: HSR25-89

Questions and Responses

Round	Date
6	March 10, 2026

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

No.	Proposer Question	Authority Response
392	<p>[Agreement-TSCC Agreement - Section 7.4]</p> <p>Can you please clarify whether the Guarantor under Section 7.4 and Schedule 22 can be a non-US legal entity?</p>	<p>Yes, a parent guarantor may be a non-US entity.</p>
393	<p>[Agreement-TSCC Agreement - 14.10.5]</p> <p>Regarding the clause 14.10.5 on resale of excess Authority-Provided Materials, we note that the sharing percentages between the TSCC Contractor and the Authority are not specified in the contract. Could you please confirm the applicable percentages to be used for this project?</p>	<p>This item will be discussed and concluded during limited negotiations with the Apparent Best Value Proposer pursuant to ITP Section 7.8, and will be conformed in the execution version of the TSCC Agreement.</p>
394	<p>[ITP Form J1, Pricing Sheet - Authority's response to Questions and Answers #45]</p> <p>"TSCC Contractor shall provide the price, which will be evaluated as part of scoring, pursuant to ITP Section 6.7."</p> <p>Question: Could the Authority provide the detailed pricing form with the associated requirements, similar to what was provided for the civil works for maintenance scope?</p>	<p>The Maintenance tab was removed from Form J1 in Addendum 4. Section 13.3 of Schedule 16 and Section 6.7 of ITP were also updated with the release of Addendum 4.</p>
395	<p>[Agreement-TSCC Agreement - Section 1.1]</p> <p>As currently defined, the term "Force Majeure Event" is limited to a certain list of events with exclusions exposing the TSCC Contractor to liquidated damages due to delays which may be out of its control. Request the addition of the standard catch-all language ("delays caused by events outside of the TSCC Contractor's control") to the definition of "Force Majeure Event".</p>	<p>The Authority declines the request for the change.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

<p>396</p>	<p>[Agreement-TSCC Agreement - Section 1.3]</p> <p>The TSCC Contractor's assumptions and/or exclusions to the extent applicable in preparing any Package Price should control in the event of a conflict or inconsistency with any other Contract Document, at least as it pertains to the Scope of the Work under each applicable Package. Request the following language at the end of Section 1.3.1:</p> <p>“Notwithstanding the foregoing or any other provision of the Contract Documents to the contrary, to the extent of any ambiguity, discrepancy or inconsistency in or between the TSCC Contractor’s assumptions in connect with any Final Package Price (“Assumptions”) and any other Contract Document, the Assumptions shall control.”</p>	<p>The Authority declines the request for the change. Each Final Package Price will be negotiated on an Open Book Basis. To the extent applicable to any Package, if needed, assumptions could be included in the Package Specific Information for such Package at the time of execution.</p>
<p>397</p>	<p>[Agreement-TSCC Agreement - Section 10.12]</p> <p>Consistent with the Authority's response to Question 60 under Questions and Responses, Round 2, request that Section 10.12 start with the following language: "Subject to the process under Section 10.9 above,..."</p>	<p>A revision was made to Section 10.12(b)(ii) as part of Addendum 4 to clarify this point.</p>
<p>398</p>	<p>[Agreement-TSCC Agreement - Section 13.4]</p> <p>Request the Authority clarify/support its position that asking TSCC Contractor to waive its rights under California Public Contract Code Section 7104 is appropriate and enforceable.</p>	<p>The waiver is appropriate because the TSCC Agreement is specifically allocating responsibility among the Parties. In the event that the waiver is determined to be unenforceable, Section 13.4.2 specifies that Reference Documents, which are not a binding part of the TSCC Agreement, are not to be considered “indicated” for purposes of the statute.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

399	<p>[Agreement-TSCC Agreement - Section 14.21]</p> <p>This Section 14.21 is redundant in that it merely alludes to rights and obligations already present in other provisions of the TSCC Agreement, and creates an overbroad obligation on TSCC Contractor to waive future rights. Request Section 14.21 be removed in its entirety or, alternatively, that the Authority consider removing subpart (b).</p>	<p>This section was removed in Addendum 4.</p>
400	<p>[Agreement-TSCC Agreement - Section 15.1.4]</p> <p>Request language be added whereby the TSCC Contractor needs to correct or “commence to correct” the Defect within the time period set forth in the Notice consistent with the language in Section 15.6.3 of the TSCC Agreement.</p>	<p>Clarifying language was added to Section 15.1.4 as part of Addendum 4.</p>
401	<p>[Agreement-TSCC Agreement - Section 20.11.1]</p> <p>In an effort to clarify the intent of this Section, request adding language to clarify that the Authority “shall pay the TSCC Contractor no later than 45 days following the Authority’s receipt of a complete invoice.”</p>	<p>Clarifying language was made to Section 20.10.1 as part of Addendum 4.</p>
402	<p>[Q&A Round 2 - Questions 52, 53, & 113]</p> <p>Referring to ITP Section 2.2, TSCC Agreement Section 1.1, Schedule 16 Section 2.1.1, Schedule 41 and questions 52, 53 and 113 of Q&A Round 2, we anticipate the following:</p> <p>The scope under future 1b will encompass:</p> <ul style="list-style-type: none"> i- Constructability review of OCS and Track design (provided by Authority) ii- Only Preliminary design for Systems (train control, telecommunication systems, traction power and SCADA systems), preparation of Bid documentation for OEM 	<p>The Authority confirms that the scope understanding stated in the RFI does not align with the defined package structure in the Scope of Work as revised under Addendum 2. The relevant clarifications have now been formally incorporated and reflected in Addendum 4.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

	<p>selection and all other activities in accordance with Schedule 41</p> <p>iii- Integration of the Systems</p> <p>Please confirm.</p>	
403	<p>[Q&A Round 2 – Questions 52, 53, & 113]</p> <p>If the response to the above RFI "TSCC Agreement Section 1.1, Schedule 16 Section 2.1.1 , Schedule 41 and questions 52, 53 and 113 of Q&A Round 2, we anticipate... " is positive and referring to your answer to RFI No: 52 of Q&A Round 2</p> <p>Then we can safely assume that the core team that would be mobilized under 1 A will still be in place to cover the activities covered under 1b and not limited to the overview of the activities under package 2b.</p> <p>Please confirm.</p>	<p>Package 1A has been removed, and the scope items for mobilization for Package 2 are included in Package 2 per Addendum 4. The Authority anticipates staffing related to the scope of Package 1B and Work Order 1 to be included as part of the Work Order 1 or Package 1B.</p>
404	<p>[Agreement-TSCC Agreement - 14,4,3(a)]</p> <p>Please define "indirect result".</p>	<p>The Authority declines to make the requested change.</p>
405	<p>[Agreement-TSCC Agreement - 14.10.8]</p> <p>Please remove the requirement to obtain Authority prior approval to remove unneeded TSCC contractor equipment.</p>	<p>Section 14.10.9 was revised through Addendum 4 to only require approval for removal of Authority-provided equipment.</p>
406	<p>[Agreement-TSCC Agreement - 18.2 (g)]</p> <p>Does this Section apply to individuals employed under the Community Benefits Agreement? IBEW Agreements?</p>	<p>Yes, Section 18.2(g) applies to individuals employed under the Community Benefits Agreement and IBEW Agreements.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

407	<p>[ITP -Instruction to Proposers - Cert. 4: EEO Certification]</p> <p>Cert. 4: Equal Employment Opportunity Certification requests proposers and team members to check one of two boxes that reference establishment of affirmative action programs pursuant to 41 C.F.R. Part 60-2. It is our understanding that 41 CFR 60-2 applies to nonconstruction (supply and service) contractors; whereas, 41 CFR 60-4 applies to construction contractors and subcontractors. For contractors and subcontractors providing construction services under this contract, does the Authority want us to make note of affirmative action programs pursuant to 41 CFR 60-4 on the form?</p>	<p>Proposers shall complete Cert. 4 as provided and are not required to incorporate additional information.</p>
408	<p>[SPEC-0005 - Cyber Security - 2.1.1]</p> <p>TS 50701 is due to be deprecated in 2026 and replaced with IEC 63452 which is undergoing the CDV vote. Can the Authority clarify whether TS50701 is the baseline standard, or is there an anticipated change to IEC 63452 upon publication?</p>	<p>The current standards are valid and will remain applicable unless revised by amendment or change in law.</p>
409	<p>[DCM - 2.2.3.4] The DCM requires the TSCC to conduct blended operations system headway and capacity analysis from San Francisco to Gilroy and from Bakerfield to Anaheim.</p> <p>Can the Authority confirm what data will be provided to undertake this analysis</p>	<p>This item will be discussed and agreed upon during the relevant package negotiations.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

410	<p>[ITP Form J1 - Pricing Sheet - Maintenance Tab]</p> <p>Item 9, 22, and 35 for Remove trash and debris from the right-of-way has a quantity of 52 each. Is this weeks or 52 occurrences of the entire alignment?</p>	<p>The Maintenance tab was removed from Form J1, and Schedule 16, Section 13.3 was updated with the release of Addendum 4.</p>
411	<p>[Agreement-TSCC Agreement - Risk]</p> <p>Can the Authority please confirm that the Contractor should carry risk in their estimate and that risk money will turn into a separate bucket through the open book process?</p>	<p>The Authority expects that the Final Package Price, which will be mutually agreed on an Open Book Basis, will include contingency amounts for Package specific risks, as described in Schedule 23A. In addition to the Final Package Price, the Parties will also agree upon the pricing structure for each Package – Time & Materials, Lump Sum, or GMP – which will govern how the agreed Final Package Price will be paid.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

<p>412</p>	<p>[DCM and RFP - Schedule 16 and DCM 29.3.16.1.2]</p> <p>Schedule 16 of the RFP, NTP-2, NTP-3, and NTP-4 include the civil construction work necessary for the track and power components of the project. The Design Criteria Manual Rev 7.0, article 29.3.16.1.2 includes a requirement to “compile available optical survey, LiDAR, Global Positioning System (GPS), and InSAR data for the length of the Construction Package and use this information as a basis for developing projections of possible subsidence profiles for the CAHST alignment... at three benchmarks: the end of construction, 10 years after the end of the civil works contract, and 25 years after the end of the civil works contract.” Is the TPCC exempt from this data collection and analysis requirement? Are the TPCC civil works exempt from the evaluation of total and differential settlement related to regional subsidence? If the TPCC shall comply with article 29.3.16.1.2 and continue this evaluation, please make available all existing data and reports compiled by the Authority and all prior contracts.</p>	<p>DCM Article 29.3.16.1.2 is not applicable to TSCC.</p>
<p>413</p>	<p>The specifications state the grounding of OCS foundations may be achieved through using the rebar cage of the foundation and not requiring external ground rods. Can any additional external ground rods required be considered a change or allowance item?</p>	<p>One ground rod item that might be required after measurement will not be considered as a change or allowance. This should be included in the price of the foundations.</p>
<p>414</p>	<p>[HSR25-89-TSCC_Schedule.3of6]</p> <p>There is approximately a 3' grade differential between the walkway on the sub-ballasted sections and the walkway on the existing bridges. What is the intent to transition from the sub-ballast to the bridges while maintaining a continuous walkway and cable trough?</p>	<p>This has been addressed in bid description (Attachment D) provided through Addendum 4.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

415	<p>[HSR25-89-TSCC_Schedule.3of6]</p> <p>The details show a second trough at areas where there are two tracks, however the bid item quantities do not have enough LF to include those in. Confirm that we are not supposed to include the cost for a second trough.</p>	<p>Drawings were updated as part of Addendum 4. The Authority confirms that only one cable trough line needs to be priced.</p>
416	<p>[HSR25-89-TSCC_Agreement_A2 - 2.1.1]</p> <p>We request the Authority confirm the definition for 'Early Operating Segment'. Section 2.1.1 of the Agreement (A2) changed the description of EOS to 119-miles. Elsewhere in the RFP the EOS is described as 171-miles.</p>	<p>The language will be updated through Addendum 5.</p>
417	<p>[HSR25-89-TSCC_Schedules_9_-_45_A2 - Schedule 16, Section 2.1.1.2]</p> <p>Schedule 16, Section 2.1.1.2 includes 'survey scope to support design development' within Package 1A. We request the survey scope be moved to Package 1B since exact locations requiring survey to support design development are currently unknown and cannot be priced for inclusion in the Proposal.</p>	<p>Package 1A has been removed and the scope items are included in Package 2 per Addendum 4. The Authority anticipates including this scope in Work Order 1 or the Final Package Price for Package 1A. For clarity, the surveys required for Package 2 are incidental to the Package 2 price.</p>
418	<p>[HSR25-89_AD3_TSCC_Instructions_to_Proposers_Clean]</p> <p>In recent Addendum releases, we note that the full ITP is being reissued regardless of changes, while the drawings are not being rereleased. Please confirm whether documents not included in an Addendum—such as drawings—should be presumed unchanged and remain part of the ITP, or if their omission indicates removal, replacement, or supersession. This clarification will help ensure proposers are relying on the correct and current set of Contract Documents.</p>	<p>All reference drawings that have been identified in the ITP and provided as Confidential Reference Materials remain valid.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

419	Addendum 2 updated section 14.10.4 of the TSCC Agreement to include waste percentages. Please confirm the line indicated as "OCS Poles" is intended to cover all OCS material or provide an allowable waste percentage for OCS Assemblies and other Authority furnished OCS Material.	The waste percentage in Section 14.10.4 is only for the OSC poles. OCS components' waste will be negotiated prior to the issuance of NTP.
420	[HSR25-89-TSCC_Schedule.3of6 Track OCS Dwgs and Specs - ALL OF CP4 CIVIL OVERALL ACCESS ROAD LAYOUT EXHIBITS] Please confirm if the civil design (demo, grading, drainage, fencing, etc.) for the Traction Power Substations (TPSS) sites are the responsibility of the TSCC Contractor.	Civil design works associated with the Traction Power Substation (TPSS) sites, including demolition, grading, drainage, fencing, and related site civil works, are within the responsibility of the TSCC Contractor, in accordance with the scope defined in the Contract (Schedule 16 Section 4).
421	We respectfully request that the RFI date be extended to February 13th.	The deadline to ask questions was extended to February 9, 2026. A due date to submit questions regarding Addendum 4 was provided in Addendum 4.
422	[HSR25-89-TSCC_Schedule_6-8_A3 - 34_11_00: 3.07E] Specification required that the initial ballast is to be placed by a paver. Please confirm this is the required approach.	Means and Methods are those decided by the TSCC Contractor. When conforming the execution version of the TSCC Agreement, this section of the specification could be modified.
423	[General] It is stated within the ballast procurement that the material will be provided in 110tn Ballast Cars. Please clarify the type of gates on the cars, manual or electric actuation.	The TSCC Contractor is to assume either full cross doors (coal cars) or select cars. Each may be in use.
424	[HSR25-89-TSCC_Schedule_6-8_A3 - Specification Section 34_11_00 Track Construction, 2.02C(2)] Please confirm whether the concrete tie fasteners will be fast clip or Vossloh type.	Ties are still under procurement; accordingly, fastening system is not known yet.
425	[HSR25-89-TSCC Agreement_A2; 15.6 & HSR25-89_TSCC_Schedule 42]	Timing for the Warranty in Section 15.6 was revised as part of Addendum 4. Notwithstanding Schedule 43, it is anticipated that warranty will start for each Package at Package Scope Closeout and a price for

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

	<p>When comparing the various Schedules for the project the warranty provisions appear to contradict between substantial completion and final completion being the triggers for commencement of the 2 year warranty period. Further complicating a clear understanding is the introduction of "Extended Project Substantial Completion".</p> <p>IT would be helpful if the Authority could provide clarification as to how the warranty provisions are to work.</p> <p>As an example for CP4, once TSCC completes all required scope, excluding the final surfacing which is to occur at a later date, that the warranty period will start and last for a period of two years from Substantial Completion for CP4 Track and OCS NTP? Also confirm that this CP4 warranty period will not get adjusted as a result of executing future NTPs, for example CP2-3.</p>	<p>extensions of the warranty will be negotiated as part of each Package Approval, as applicable. When conforming the execution version of the TSCC Agreement, Schedule 43 will be modified accordingly.</p>
426	<p>[HSR25-89_AD3_TSCC_ITP, Att D - Attachment D]</p> <p>The descriptions for Owner Furnished material indicates that the TSCC "shall install and test". Please confirm that the Authority will perform source testing to the appropriate standard and that the contractor will be limited to unloading, inventory and visual inspections for Authority supplied materials.</p>	<p>The TSCC Contractor will receive and visually inspect and document all materials at the railheads. HSR shall perform all source related inspection. Please refer to Section 14.10.6 of TSCC Agreement and Schedule 35.</p>
427	<p>[HSR25-89_AD3_TSCC_ITP, Att D - Attachment D]</p> <p>Please provide the specifications for the CWR delivery cars related to Authority furnished track rail.</p>	<p>Refer to the response to Question 423 above.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

428	<p>[HSR25-89_AD3_TSCC_ITP, Att D - Attachment D]</p> <p>Due to the proposed schedule for CP4, it is recommended that the Authority provide embedded bolts and hardware for OCS foundations.</p>	<p>Bolts are embedded on all structures but may need modifications to meet the needs of the final OCS design. This is the responsibility of the TSCC Contractor to implement (drill and resin in new anchors).</p> <p>TSCC Contractor is to procure, assemble, and then construct the OCS bases, which include the bolts, on the normal embankment areas,</p>
429	<p>[HSR25-89-TSCC_Schedule_6-8_A3 - Specification Section 34_11_00: 3.14]</p> <p>Due to the fast start, please confirm that CAHSR will develop and provide an FRA approved CWR Management Plan establishing the neutral rail temperature(s) and general guidelines.</p>	<p>The TSCC Contractor will prepare and support the Authority for developing and get FRA approval for a Continuous Welded Rail (CWR) Management Plan in compliance with FRA requirements.</p> <p>The HSR Neutral Temperature is to be set at 110 Fahrenheit.</p>
430	<p>[HSR25-89-TSCC_Schedule_6-8_A3 - 34_11_00: 3.16C]</p> <p>Will CAHSR require Verse Testing as means of proof that the rail is at Neutral temperature and please confirm the frequency of verse testing.</p>	<p>As specified in the submitted documents, Schedule 6 (Track Specification), the Authority will confirm, in due course, the frequency and type of non-destructive testing to verify proper stress neutralization in the track. Therefore, the verse testing could be required.</p>
431	<p>[HSR25-89-TSCC_Schedule_6-8_A3 - 34_11_00: 3.15]</p> <p>Please confirm that the specified grind is intended for removing any mill scale on the head of the rail and not for a profile grind</p>	<p>The Authority confirms that one of the purposes of the specified grinding is to remove the mill scale, but also any other manufacturing defects and any wear that may have occurred during track installation and handling, such as impacts, start-up or braking marks from work trains, curvatures, etc.</p>
432	<p>[HSR25-89-TSCC_Schedule_6-8_A3 - 34_11_00: 3.14]</p> <p>The qualification testing of the field welding equipment, procedures, and people noted in EN 14587 and EN 14730 will take a significant amount of time after the rail is received in October. Is there any way to start these qualification tests sooner by shipping 40 ft sections of rail to the project by truck a month in advance?</p>	<p>Testing has begun at the Rail supplier. Rail will be made available by the date provided in the RFP and will not be available sooner.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

433	<p>[HSR25-89-TSCC_Schedule_6-8_A3 - 34_11_00: 3.04]</p> <p>Will the TSCC be required to relocate the survey control to a Final position on the OCS poles for final acceptance?</p>	<p>Yes; for final acceptance, OCS could be used, but the TSCC Contractor is responsible for locating survey control points on adapted supports.</p>
434	<p>[HSR25-89-TSCC_Schedule_6-8_A3]</p> <p>Please provide clarification for how the trough and walkway transition up to the bridge walkway/trough.</p>	<p>Refer to the response for Question 414.</p>
435	<p>[Schedule 1_6-TSCC Schedules - Schedule 3 Section 5.1]</p> <p>It is indicated as per item 5.1.3 that the TSCC Contractor shall support the Authority to resolve any CHSR system-level issues that arise and ensure that solutions are implemented effectively.</p> <p>Our understanding is that the Authority acts as the Project Integrator. However, based on this statement, it appears that the Contractor is also involved in resolving system-level issues. It is unclear whether this responsibility applies only on the issues related to systems under the TSCC contract or extends to other scopes as well. Would you please clarify this point?</p>	<p>Refer to Schedules 1–3 and Schedule 16. The TSCC Contractor acts as the System Integrator for systems within its contractual scope and is responsible for resolving technical issues within those systems and their defined interfaces.</p> <p>Responsibilities do not extend to non-TSCC systems, for which the TSCC Contractor’s role is limited to interface coordination. Overall system-of-systems governance and accountability remain with the Authority.</p>
436	<p>[Spec-0015 Closed Circuit Television - 5.4.2.1]</p> <p>Mentions Platform emergency stop plungers but the provision of these does not seem to be referenced in other specifications such as the IXL or TMS specifications - are they to be provided and to which system are they interfaced?</p>	<p>This list is an indicative list of what equipment needs to have CCTV coverage if provided. If emergency stop plungers are not required as part of the train control system, then CCTV coverage for these is unnecessary.</p>
437	<p>[Spec-0007 Electronic Access Control Systems (EACS) - 5.6.4.1]</p> <p>Mentions a CaHSR OT PKI - which package supplies this or is this provided by the Authority by another means?</p>	<p>The TSCC Contractor shall provide and implement the OT PKI as the TSCC Contractor is providing the OT design and equipment.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

438	<p>[Spec-0008 Electronic Asset Management System - 6.3.4.1]</p> <p>Is the requirement indicative of a monitoring system that provides dynamic asset information that is fed live into the EAMS and if so where is the interface likely to be with that system e.g. OCC</p>	<p>Yes, it is indicative of a monitoring system. The interface may be at the OCC, but could also be at a maintenance facility. The location of the interface will be determined during the system design phase in coordination with the Authority and facility Contractor.</p>
439	<p>[Spec-0017 Operation Control Centre (OCC) - 5.4.6.15]</p> <p>This cites Type G sockets to be provided - could you confirm that this is definitely the requirement as these seem to be related to standard Uk 13A outlets?</p>	<p>Updated in Addendum 4 and defined as, Type A/B North American Power sockets.</p>
440	<p>[Spec-0017 Operation Control Centre (OCC) - 5.8.3]</p> <p>Could you please confirm that the office administration computer which appears to be a CaHSR corporate IT device will be provided, provisioned with a suitable network connection and integrated into the IT network by others and that the primary scope of TSCC activity is the physical integration of the device onto the workstation and the associated ergonomics that go with that?</p>	<p>The office administration computer and connection to the Authority's I.T. network will be provided by others. The TSCC scope is to physically integrate this equipment into the workstation through human factor and ergonomic studies. This has been updated in Addendum 4.</p>
441	<p>[Spec-0017 Operation Control Centre (OCC) - 11.2.2]</p> <p>This mentions both mileage and kilometrage - could be it be clarified please if CaHSR is a metric railway or an imperial railway as this will enable us to assess the issues of units of measurement conversion that may be required in some instances?</p>	<p>There is no 11.2.2 in spec-0017. However, systems design is to be done in metric units. Imperial units are to be used along the right of way alignment and for civil infrastructure.</p> <p>Mileposts shall be in Miles.</p>
442	<p>[Spec-0021 Traffic Management System (TMS) - 5.4.1.2.1]</p> <p>This mentions TAP but not TAF implying there will never be any ROW maintenance trains entering CaHSR from an adjacent and connected railway even for occasional needs like rail renewal - is this correct?</p>	<p>The Authority will have no rail service during TSCC construction. All rail-bound materials will arrive at the TSCC railheads at either Wasco/Shafter or Fresno. Time of arrivals will be the responsibility of the TSCC Contractor to coordinate with suppliers.</p>

<p>443</p>	<p>[Agreement-TSCC Agreement - 20.3.3]</p> <p>We understand that in the event that an exemption from applicable sales and use taxes becomes available for the Project, the Authority shall have no obligation to reimburse TSCC Contractor for any such taxes, and the Authority shall be entitled to an upfront payment from TSCC Contractor or a reduction in payments made by the Authority, as agreed upon Parties, equal to the amount actually saved following the date such exemption becomes available. Therefore, could you please provide us with the project of the exemption in order to anticipate any tax consequences on the Project?</p>	<p>The Authority is currently not aware of any potential exemption from sales or use tax applicable to the Project.</p>
<p>444</p>	<p>[Agreement-TSCC Agreement - 20.3.4 and 32.4.2]</p> <p>We note that the Parties state their intention for the arrangements set out in the Project Documents to be treated as a “partnership” for U.S. federal income tax purposes under Subtitle A, Chapter 1, Subchapter K of the Internal Revenue Code of 1986, as amended (Section 20.3.4). However, the TSCC Agreement also provides that nothing in the Agreement shall be construed to create any partnership, joint venture, or similar relationship between the Authority and the TSCC Contractor, and that neither Party shall take the position—whether in a tax return or in any other writing—that any such relationship exists (Section 32.4.2). This appears to create a contradiction between Sections 20.3.4 and 32.4.2. Could you please clarify how these provisions should be interpreted or reconciled?</p>	<p>A response will be provided in Questions and Answers - Round 7.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

445	<p>[Schedule 25]</p> <p>General Liability and Workers' Compensation levels are similar, but Auto Liability is not. Could we consider harmonizing these amounts across Packages?</p>	<p>\$25M Auto Liability insurance is a third-party requirement imposed by UPRR and BNSF.</p>
446	<p>[Schedule 25]</p> <p>For Packages 2-5 and Packages 7-8, a \$25M Auto Liability (+ \$5M pollution extension) and \$5M Environmental Liability are required. Can you confirm these amounts are mandatory? If we manage to obtain these amounts, could we apply the same basis to Packages 1, 6, and 9? Should this insurance be set up separately for each Package, or can it cover all Packages?</p>	<p>The Auto Liability and Pollution Liability insurance limits are mandatory. The TSCC Contractor may arrange for insurance coverage that it deems proper as long as it satisfies the minimum requirements specified for each Package.</p>
447	<p>[Schedule 25]</p> <p>Regarding Railroad Protective Liability, could you clarify whether such coverage is required for all Packages? Can you confirm that this insurance is mandatory for any contractor entering railroad facilities or property?</p>	<p>Railroad Protective Liability insurance is required for construction Packages (2 through 5 and 7 through 9). Yes, Railroad Protective Liability insurance is required for any Contractor entering railroad facilities or property.</p>
448	<p>[Schedule 25]</p> <p>Regarding Professional Liability Insurance, we understand that a ten-year extended reporting period is required. Can you confirm this requirement is mandatory?</p>	<p>Yes, this requirement is mandatory.</p>
449	<p>[Schedule 25]</p> <p>Regarding Builders Risk Insurance, we understand it is not required for Packages 1B and 5. Can you confirm our understanding?</p>	<p>Currently, Builder's Risk insurance is not required for Packages 1 through 5. For Packages 6 through 9, Builder's Risk insurance is TBD.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

450	<p>[Schedule 25]</p> <p>We understand that the Authority and each of the Indemnified Parties shall be added as additional insureds. Can you confirm that this requirement does not apply to Auto Liability and Workers' Compensation?</p>	<p>This requirement does not apply to Workers' Compensation; however, it is required for Auto Liability.</p>
451	<p>[Schedule 25]</p> <p>Could you provide the following documents mentioned under Schedule 25 "Insurance Services Office form CA 00 01" (Page 25-1), "CG 20 10 and CG 20 37" (Page 25-9) and "Part C.3 of the Contract"?</p>	<p>Proposers shall work with their insurance broker/provider to ensure required coverage is in compliance with the specified forms. The Authority does not provide those forms.</p> <p>Part C.3 of the Agreement refers to the Railroad Agreements specified in Schedule 15.</p>
452	<p>Would you please clarify who will be responsible for the headway simulations? Will it be under TSCC's scope or will it be performed by the Operator?</p> <p>Pascal: Hajar, we need the reference. Also Can you please call me I have a question?</p>	<p>Provide the reference from the RFP documentation so the Authority can understand the context of the question better.</p>
453	<p>[Schedule 1_6-TSCC Schedules - Schedule 5(a) Cybersecurity]</p> <p>Could you please confirm whether it is the Authority or the TSCC contractor who is responsible for these two roles: Cybersecurity Lead and Cybersecurity Services Lead?</p>	<p>The TSCC Contractor is responsible for being the cybersecurity lead and services lead, whilst the Authority retains overall responsibility for the program cybersecurity strategy.</p>
454	<p>[Schedule 1_6-TSCC Schedules - Schedule 5(a) Cybersecurity]</p> <p>Could you please confirm our understanding that the Authority is responsible of the definition of the overall cybersecurity strategy and deployment on the CAHSR project ?</p> <p>The TSCC Contractor is responsible for implementing and integrating cybersecurity principles and requirements within its scope (track, OCS and systems).</p>	<p>Yes, this is correct, whilst the TSCC Contractor is responsible for providing all cybersecurity for the systems provided under the TSCC scope.</p>

<p>455</p>	<p>[ITP -Instruction to Proposers - Forms G and S]</p> <p>Regarding Forms G and S, could please consider limiting the scope to entities that directly control the equity members?</p>	<p>The Authority declines to make this change.</p>
<p>456</p>	<p>[Schedule 1_6-TSCC Schedules - Schedule 3; RM42; RM23; RM29; and RM27]</p> <p>Schedule 3 includes requirements allocated to the TSCC Contractor that include scope which are considered as within the Authority responsibilities in higher-level documents such as :</p> <ul style="list-style-type: none"> - RM.42_GUIDE-0005_Testing_and_Commissioning_Strategy (example table 5-1) - RM.23_POLI-1145_Program_Integration_Policy (section Roles and Responsibilities) - RM.29_PLAN-1029_Program_Integration_Management_Plan (for instance, 3.14.2, 3.16.1 or 3.17.3.1) - RM.27_PLAN-1025 Systems Engineering Management Plan <p>Can the Authority confirm that the higher-level documents prevail over Schedule 3 and that the TSCC scope relates, to the systems and subsystems under its responsibility ?</p> <p>In particular, can the Authority confirm that Dynamic Testing, Trial Running and Operations shall remain the responsibility of the Authority and/or the Early Train Operator, with some specific support from the TSCC Contractor. As examples, the Trainsets, Facilities, OCC etc ultimate integration with the other Subsystems is under the responsibility of the Authority with contributions from the TSCC Contractor. Can the Authority confirm?</p>	<p>Schedule 3 defines the TSCC Contractor’s scope and requirements. The TSCC Contractor is responsible for delivery, integration, and execution of testing within its scope—from FAT through integration, dynamic testing, and trial running—to demonstrate readiness for revenue service. Authority documents provide program governance and do not diminish the TSCC Contractor’s obligations. Interfaces with other contractors are coordinated through the Authority</p> <p>The Early Train Operator will participate in testing following appropriate training, and the Authority will witness testing as required.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

457	<p>[Agreement-TSCC Agreement - 7.4.2]</p> <p>Could you please clarify if it's one Guaranty by JV member or only one for the TSCC Contractor?</p>	<p>The Guarantor is not compulsory.</p> <p>If a Guarantor is proposed or required, the Guarantor may be from a single JV member for the TSCC Contractor.</p>
458	<p>[Agreement-TSCC Agreement - Section 9.4]</p> <p>Section 4.2.6 of Schedule 7 clearly outlines the process by which the Working Group Lead is to assign a disposition to a submission. To ensure consistency between the Agreement and the procedural framework set out in Schedule 7, we kindly request that the Authority consider amending Section 9.4 of the Agreement to reflect the intent and requirements already defined in Schedule 7.</p>	<p>The request is unclear.</p>
459	<p>[Agreement-TSCC Agreement - 20.3.1]</p> <p>Can you please confirm that reimbursement for Bond and Insurance Costs actually paid would be subject to a cap to be inserted under the applicable Package Specific Information? Can you please consider deleting the "not to exceed [...]" part under this clause?</p>	<p>For Lump Sum pricing, pricing for bonds and insurance will be paid as part of the Lump Sum. Otherwise, the Final Package Price will include the maximum amount to be paid for premiums for bonds and insurance. In the event that a Change requires changes in insurance or bond premiums, such amount would be revised as part of the Change Order.</p>
460	<p>[Schedule 3_6-Design Drawing & Specs - HSR 25-26 Gen Provisions 20.a.i.1]</p> <p>The Authority bid package for LWR rail procurement states that the LWR is to be placed directly on grade. Please confirm that full LWR rail train of 50 or 60 rails can be transported across all structures on the project</p>	<p>Confirmed. Refer to DCM 7.1 - 31.2.1.2.1.4.</p> <p>The TSCC Contractor is to assume the limitation is standard Class I 286K freight cars with 6 axle locomotives with 71.5K axle loads. Other consists are to be evaluated on a case by case basis.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

461	<p>[Schedule 3_6-Design Drawing & Specs]</p> <p>The contractor expects to distribute some materials with rail bound work trains. Are there any loading limits for bridge structures for transport of these materials?</p>	<p>Refer to DCM 7.1 - 31.2.1.2.1.4.</p> <p>The TSCC Contractor is to assume the limitation is standard Class I 286K freight cars with 6 axle locomotives with 71.5K axle loads. Other are to be evaluated on a case by case basis.</p>
462	<p>[Schedule 1_6-TSCC Schedules - Schedule 16 - Scope of Work, section 1.1.14]</p> <p>As a follow up question to question and answer No.49. Please confirm that if the Contractor and the Authority are not able to come to a GMP for the next NTP than the requirement to maintain the existing site also ends.</p>	<p>Obligations related to maintenance have been revised in Addendum 4.</p>
463	<p>Can the Authority confirm that the Contractor is required to maintain the railway system it has constructed (track and OCS), as well as the track portion of the existing construction base, for the 7-year period from the end of construction until the line enters commercial service in 2033?</p>	<p>Refer to revised section 13.3 of Schedule 16 issued in Addendum 4.</p>
464	<p>Can the Authority confirm whether it expects the Contractor to include in its pricing long-lead items, such as the tamping machine and other specific equipment?</p>	<p>The scope of Package 2 has been updated in Addendum 4. The TSCC Contractor shall equip their plan as they see it beneficial to their method of construction. The Final Package Price for each Package will be mutually agreed on an Open Book Basis, as described in Schedule 23A.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

465	<p>[Schedule 1_6-TSCC Schedules]</p> <p>In response to Question 136, the dimensions of the cable trough are stated as 348 mm × 165 mm. However, in document RM.RSP1A_TOCS_DR_EOS_PWD_TT_B00006, the design of the cable trough appears to be different. This document was not amended as part of the addendum 2. Could you please confirm which cable trough design should be considered?</p>	<p>Cable Troughs are authority furnished materials. Final dimensions will be provided to the TSCC Contractor. For bidding purposes, dimensions depicted in the Schedules shall be considered.</p> <p>RM.RSP1A_TOCS_DR_EOS_PWD_TT_B00006 is a reference document.</p>
466	<p>[ITP -Instruction to Proposers - Certificate 10, 14, Form C]</p> <p>Please confirm whether the Tax Identification Number may be submitted after the Preferred Proponent has been selected, rather than at the proposal submission stage.</p>	<p>All information on Form C must be submitted with the Proposal.</p>
467	<p>[ITP -Instruction to Proposers - Attachment D: Bid Tab Description]</p> <p>Attachment D has two descriptions for Track Rail - Special Trackwork HST-80. One appears to be for mainline and the other for BNSF. Both state the Contractor is supplying. Please confirm that the Contractor is to supply the 1 unit of the Track Rail - Special Trackwork HST-80 - BNSF Connection for CP-4 on Form J1, Tab 2B</p>	<p>The BNSF materials connection at Wasco is complete. Future switches will be HSR style and with the UIC 60 Rail, not yet procured. The TSCC Contractor shall procure any switches necessary for their work methods as AREMA to later be removed. Form J1 has been updated to remove the turnouts in Package 2.</p>
468	<p>[ITP Form J1 - Pricing Sheet - Maintenance Pricing]</p> <p>If a maintenance inspection uncovers something needing repaired, fencing for example. How is the cost of the repair treated? As a change order or should the contractor include materials in their maintenance prices?</p>	<p>The Maintenance tab was removed from Form J1, and Schedule 16, Section 13.3 was updated in Addendum 4.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

469	<p>[Schedule 1_6-TSCC Schedules - Schedule 16 - Scope of Work, section 13.3]</p> <p>The TSCC Agreement Section 1,4 Maintenance Responsibilities During Construction Work, Part 14.4.2(a) states in accordance with Schedule 16, Section 13.3. Schedule 16 only appears to go to 13.2. Please provide 13.3</p>	<p>Schedule 16, Section 13.3 was updated in Addendum 4.</p>
470	<p>[ITP -Instruction to Proposers - Section 6.5]</p> <p>Can you please confirm that it is not compulsory for the Proposer or any Equity Member to include a Guarantor as part of its submission?</p>	<p>A Guarantor is not compulsory for the Proposer or any Equity Member.</p>
471	<p>[RM.52- CHSR Scope Split Procurement Allocation - Attachment D of the Agreement: Bid Tab Description Attachment C: RM.52]</p> <p>We have identified inconsistencies between the OCS line-item details listed in Attachment D of the Agreement and the scope allocation described in RM.52 – CHSR Scope Split Procurement Allocation (v2.0). For example, components such as the aerial earth conductor, catenary, and midpoint assembly—among others—are assigned differently between the two documents. To ensure full alignment of scope responsibilities, could you please provide an updated version of RM.52 – CHSR Scope Split Procurement Allocation that reflects the detailed clarifications included in Attachment D?</p>	<p>The Authority confirms that RM.52 – CHSR Scope Split Procurement Allocation has been updated through Addendum 4 to address the inconsistencies identified.</p> <p>It should be noted that RM.52 is provided for reference only to illustrate the Authority’s overall procurement and scope split strategy. It does not define or modify contractual scope responsibilities.</p> <p>For the purposes of pricing and cost allocation, Attachment D of the Agreement (Bid Tab Description) shall govern and must be relied upon in preparing the bid.</p>

<p>472</p>	<p>[Schedule 1_6-TSCC Schedules - a) Schedule 3 - 2.3 Definitions; and b) RM.29_PLAN-1029_Program_Integration_Management_Plan p3]</p> <p>Schedule 3 clause 2.3 Definitions "Subsystems : Subsystems of the HSR system are for example: Traction Power, OCS, Track, Signaling, Trainset, Communication, etc." "Systems : The entire California High-Speed Rail System including the installed HSR subsystems This definition of Systems is not consistent with the definitions from RM.29_PLAN-1029_Program_Integration_Management_Plan p3.: "System: The term system refers to a set of interrelated components working together toward a common goal or purpose. Each part of a system plays a role, and the behavior of the whole system emerges from the interaction of its parts. A system is for example: Track, OCS, Traction Power, Trainset, Train Control, etc. according to the System Architecture" "System of systems (SoS): A system of systems (SoS) refers to a collection of independent, task-oriented systems that work together to provide a more complex capability or functionality than any of the individual systems could achieve alone. Authority is a system of systems" Please clarify. The intent is to confirm that the TSCC Contractor is only responsible for the TSCC-led Subsystems such as Track, OCS, Traction Power, Train Control plus the related integration between them</p>	<p>Refer to Schedule 16. The TSCC Contractor is responsible for the integration of the systems allocated under its Contract, including Track, OCS, Traction Power, Train Control, Trainset interfaces, SCADA, and OCC interfaces, to deliver a safe, functional, and compliant integrated railway capability within its contractual scope.</p> <p>This integration responsibility includes coordination, testing, and demonstration of performance across these systems and their defined interfaces.</p> <p>Such responsibility contributes to the overall CHSR System of Systems; however, it does not transfer program-level system-of-systems governance or integration ownership beyond the TSCC contractual allocation, which remains with the Authority.</p>
------------	---	---

<p>473</p>	<p>[Schedule 1_6-TSCC Schedules - a) Schedule 3 clause 3.11.5; and b) RM.42_GUIDE-0005_Testing_and_Commissioning_Strategy]</p> <p>Schedule 3 clause 3.11.5 "The Contractor shall submit a Dynamic Testing Plan as a part of the Testing and Commissioning Plan." This is not consistent with the RM.42_GUIDE-0005_Testing_and_Commissioning_Strategy prevails, where Dynamic testing and Trail and Running Testing are with Authority / Early Train Operator. Please confirm that the preparation of the Dynamic Testing Plan and procedure is under the Authority scope.</p>	<p>Refer to Schedule 16. All testing phases within the TSCC scope — from FAT through integration testing, dynamic testing, trial running, and testing required to demonstrate readiness for revenue service — are planned and executed by the TSCC Contractor.</p>
<p>474</p>	<p>[Schedule 1_6-TSCC Schedules - a) Schedule 3 clause 3.14 System Integration; and b) RM.42_GUIDE-0005_Testing_and_Commissioning_Strategy]</p> <p>Schedule 3 clause 3.14 System Integration "3.14.1 The Contractor shall integrate the different systems based on the following tests: Static Integration Testing and Dynamic Testing." This is not consistent with the RM.42_GUIDE-0005_Testing_and_Commissioning_Strategy. Please confirm that RM42 prevails, where Dynamic testing and Trial and Running Testing are the Responsibility of the Authority / Early Train Operator, and TSCC would provide cooperation related to the TSCC-led Subsystems</p>	<p>No. Refer to Schedule 3.</p> <p>RM42 does not assign Dynamic Testing or Trial Running responsibility to the Authority or Early Train Operator for systems within the TSCC scope.</p> <p>All testing phases — from FAT through integration, dynamic, trial running, and testing required to demonstrate readiness for revenue service — are conducted and remain the responsibility of the TSCC Contractor for its allocated systems, subsystems, and interfaces.</p>

<p>475</p>	<p>[Schedule 1_6-TSCC Schedules - Schedule 3 clause 3.14.2]</p> <p>Schedule 3 clause 3.14.2 "The Contractor shall submit:</p> <ul style="list-style-type: none"> · Test plans, including schedules, and test procedures; · Test reports of HSR system interfaces; and · Test reports of Integrated HSR system." <p>We understand that is for the systems under TSCC. Can Authority confirm, and please replace "HSR System" by "Subsystems under TSCC"?</p>	<p>The clause applies to TSCC systems and their interfaces within the HSR system context. No change in wording is required.</p>
<p>476</p>	<p>[Schedule 1_6-TSCC Schedules - a) Schedule 3 clause 3.15 System Validation; and b) RM.42_GUIDE-0005_Testing_and_Commissioning_Strategy]</p> <p>Schedule 3 clause 3.15 System Validation</p> <p>3.15.1 "The Contractor shall perform pre-revenue operation testing, demonstrating conformance to the applicable requirements as identified in the system operations testing plan in the digital environment.</p> <p>3.15.2 The Contractor shall submit the demonstration of conformance.</p> <p>3.15.3 The Contractor shall submit:</p> <ul style="list-style-type: none"> · HSR system operations and procedures; · Trial running test scenarios, schedules, test procedures, and test results; · Testing and Integration Case." <p>This is not consistent with the RM.42_GUIDE-0005_Testing_and_Commissioning_Strategy which allocates Dynamic testing and Trail and Running Testing responsibility to the Authority / Early Train Operator. This should prevail.</p> <p>(Continues)</p>	<p>Refer to Schedules 3 and 16. All testing phases starting from the Factory Acceptance Test (FAT) to Revenue Services including dynamic, trial running, and operations shall be conducted by TSCC Contractor and under the responsibility of the TSCC Contractor.</p> <p>ETO will be witnessing and involved after receiving the necessary training during dynamic and trial running test.</p> <p>Trainsets, Facilities, OCC, etc., ultimate integration with the other Subsystems is under the TSCC Contractor's responsibility.</p> <p>The Integration tests shall be performed from the OCC and under the TSCC Contractor's responsibility.</p> <p>The Authority and their representatives will be witnessing the tests upon receiving TSCC Contractor's invitation within suitable timeframe notice.</p>

	<p>Please confirm that Dynamic testing, Trial and Running Testing, pre-revenue operation testing, HSR system operations and procedures, Trial running test scenarios, schedules, test procedures, and test results, Testing and Integration Case remain the responsibility of the Authority / Early Train Operator, and make all necessary amendments?</p>	
<p>477</p>	<p>[Schedule 1_6-TSCC Schedules - a) Schedule 3 clause 3.16 System Acceptance Phase; and b) RM.23_POLI-1145_Program_Integration_Policy]</p> <p>Schedule 3 clause 3.16 System Acceptance Phase 3.16.1 "The Contractor shall certify the HSR System is safe, secure, and ready for revenue service to the Authority." We understand that is for the systems under TSCC. The responsibility for the overall HSR system shall be with the Authority as per RM.23_POLI-1145_Program_Integration_Policy (section Roles and Responsibilities) Can Authority amend this clause, for example replace HSR System by TSCC Systems?</p>	<p>Refer to Schedule 16. The TSCC Contractor is fully responsible for the overall system integration and certifies that the systems are delivered in a safe, secure environment and ready for the provision of services.</p>
<p>478</p>	<p>[Schedule 1_6-TSCC Schedules - a) Schedule 3 clause 3.17.1.2; and b) RM.23_POLI-1145_Program_Integration_Policy]</p> <p>Schedule 3 clause 3.17.1.2 "The Contractor shall execute, monitor, and control the Contractor's interface and integration program that will result in a fully integrated HSR System that satisfies the system integration, system test, pre revenue operation, certification, and acceptance requirements." We understand that is applying for the systems under TSCC. The responsibility for the overall HSR system shall be with the Authority as per RM.23_POLI-</p>	<p>The Authority retains overall program integration governance but delegates execution of integration for TSCC-allocated systems to the TSCC Contractor under Schedule 3. RM.23 defines governance; Schedule 3 defines delegated integration scope. No amendment is required.</p>

	<p>1145_Program_Integration_Policy (section Roles and Responsibilities).</p> <p>Can Authority confirm that RM.23 prevails, and amend Schedule 3 accordingly?</p>	
<p>479</p>	<p>[Schedule 1_6-TSCC Schedules - a) Schedule 3 clause 3.17.1.8; and b) RM.23_POLI-1145_Program_Integration_Policy]</p> <p>Schedule 3 clause 3.17.1.8 "The Contractor shall integrate all contractually applicable rail systems /subsystems /system elements into the wider enterprise architecture by developing and identifying sub system level architecture and interfaces." We understand that is for the systems under TSCC. The responsibility for the overall HSR system shall be with the Authority as per RM.23_POLI-1145_Program_Integration_Policy (section Roles and Responsibilities)</p> <p>Can Authority confirm that RM.23 prevails, and amend Schedule 3 accordingly?</p>	<p>The Authority retains overall program integration governance but delegates execution of integration for TSCC-allocated systems to the TSCC Contractor under Schedule 3. RM.23 defines governance; Schedule 3 defines delegated integration scope. No amendment is required.</p>
<p>480</p>	<p>[Schedule 1_6-TSCC Schedules - Schedule 3 clause 3.17.1.8]</p> <p>Schedule 3 clause 3.17.1.8 "The Contractor shall integrate all contractually applicable rail systems /subsystems /system elements into the wider enterprise architecture by developing and identifying sub system level architecture and interfaces." This new wording from addendum 1 now imposes definition of architecture and interface for the whole HSR.</p> <p>Can Authority please confirm that this clause is limited to TSCC systems, i.e. "Subsystems under TSCC"</p>	<p>Interfaces with other systems and the overall integration are under the TSCC Contractor's scope of work.</p> <p>The Authority and its representatives will ensure that all testing activities are planned, coordinated, safe, and completed properly by the TSCC Contractor.</p>

<p>481</p>	<p>[Schedule 1_6-TSCC Schedules - a) Schedule 3 clause 3.17.2.4 ; and b) RM.42_GUIDE-0005_Testing_and_Commissioning_Strategy]</p> <p>Schedule 3 clause 3.17.2.4 "The Contractor shall prepare the following T&C plans, including:</p> <ul style="list-style-type: none"> · Factory Acceptance Testing Plan; · Site Acceptance Testing; · SITP; · Dynamic testing plan; · TRTP; and · Operations and maintenance plan." <p>This is not consistent with the RM.42_GUIDE-0005_Testing_and_Commissioning_Strategy prevails, where Dynamic testing and Trail and Running Testing are with Authority / Early Train Operator</p> <p>Please confirm that the preparation of the Dynamic Testing Plan and procedure, TRTP; and Operations and maintenance plan are under the Authority scope</p> <p>Alternatively we could draft part of them as "support to owner" but can't take liability over those 3 plans</p>	<p>No. In Section 5.4.2.4 Dynamic testing in the T&C Strategy document, it was stated that:</p> <p>This testing will be conducted by the contractors, and the validation includes, but is not limited to: The fully integrated system operates correctly, safely, and reliably in the real operational environment.</p> <p>All CHSR Infrastructure systems operate correctly together with the trainset as a whole system.</p> <p>CHSR System can be operated in degraded mode.</p> <p>CHSR system can handle emergency scenarios (incidents).</p> <p>Installation and readiness of all onboard and wayside telemetry systems</p> <p>Section 5.4.2.5 Trial Running in T&C Strategy document:</p> <p>This testing will be conducted by the contractors, and the validation. ETO will be responsible after the trial running test is conducted by the TSCC Contractor and successfully passed.</p>
<p>482</p>	<p>[Schedule 1_6-TSCC Schedules - a) Schedule 3 clause 3.17.3 System Certification Management; and b) RM.23_POLI-1145_Program_Integration_Policy]</p> <p>Schedule 3 clause 3.17.3 System Certification Management</p>	<p>Refer to Schedules 1 and 3. Certification applies to TSCC-allocated systems and their integrated performance.</p> <p>The TSCC Contractor is responsible for certification of the integrated TSCC scope, but not for certifying</p>

	<p>3.17.3.1 "The Contractor shall develop, submit, and control a structured system certification process supporting a set of certification cases throughout the SDLC that the HSR System:</p> <ul style="list-style-type: none"> · Conforms to Contract requirements as detailed in the Contract and as reasonably inferred therefrom: · Is safe; · Is secure; and, · Is ready for revenue service." <p>We understand that is for the systems under TSCC. The responsibility for the overall HSR system shall be with the Authority as per RM.23_POLI-1145_Program_Integration_Policy (section Roles and Responsibilities)</p> <p>No responsibility can be taken by TSCC contractor for the performance of systems/sub-systems developed and commissioned by others. Can the Authority confirm and amend accordingly?</p>	<p>individual subsystems delivered under other contracts.</p> <p>However, the TSCC Contractor must demonstrate safe and compliant operation of the integrated system at all interfaces with externally provided subsystems as part of integration certification.</p>
483	<p>[Schedule 1_6-TSCC Schedules - Schedule 3 clause 4.1.1.3]</p> <p>Schedule 3 clause 4.1.1.3 "The Contractor's shall integrate design, construction, and system implementation activities across all contract packages." The TSCC contractor will collaborate with other Contractors to ensure integration of design, construction, and system implementation activities across all contract packages, however as per the Plans, the overall integration responsibility with trainsets, facilities, OCC etc is the responsibility of the Authority. TSCC will not implement interface management for the interfaces between Systems where there is no systems from TSCC. Can the Authority confirm that this interface management is excluding systems having no interface with TSCC Subsystems?</p>	<p>Refer to Schedules 1-3. The Authority confirms that the TSCC Contractor will implement the interfaces between the Systems and overall integration, including static, dynamic, and trial running, which are under the responsibility of TSCC Contractor's Scope of Work.</p>

<p>484</p>	<p>[Schedule 1_6-TSCC Schedules - Schedule 3 clauses 6.1.1 and 6.1.2]</p> <p>Schedule 3 clause 6. Testing and Commissioning Requirements</p> <p>6.1 General</p> <p>6.1.1 The Contractor shall provide a structured, systematic Testing and Commissioning (T&C) approach to validate that the System of Systems (SoS) performs as intended and meets all technical, safety, and operational requirements before it goes into revenue service.</p> <p>6.1.2 The Contractor shall develop, implement, and submit a Testing and Commissioning Plan (TCP) which highlights a clear vision and direction for the verification and validation of the SoS including dedicated system and subsystem levels.</p> <p>The TSCC is not responsible for validating the performance of the overall High Speed System, or the System of Systems.</p> <p>Can the Authority please amend, and replace System of Systems (SoS) by the TSCC-led Subsystems</p>	<p>The Authority confirms that the TSCC Contractor is responsible for system integration within its Scope of Work, including implementation and management of interfaces between systems.</p> <p>This includes static testing, dynamic testing, trial running, and overall integration necessary to deliver the HSR System in accordance with the Contract requirements.</p> <p>Accordingly, no amendment to replace “System of Systems (SoS)” is required.</p>
<p>485</p>	<p>[Schedule 1_6-TSCC Schedules - Schedule 3 clauses 6.5.9; 6.5.10; 6.5.11; and 6.5.12]</p> <p>Schedule 3 clauses</p> <p>"6.5.9 The Contractor shall perform the Trial Run Testing.</p> <p>6.5.10 The Contractor’s Trial Run Testing shall provide full technical, operational, and logistical support to the Operator during the conduct of Trial Runs, including but not limited to test preparation, supervision, operation of systems, data collection, and reporting, to demonstrate</p>	<p>No amendment is required.</p> <p>In accordance with Schedule 3 clauses 6.5.9 through 6.5.12, the TSCC Contractor shall perform Trial Run Testing as part of demonstrating Completion and operational readiness of the Works within the TSCC scope.</p> <p>While RM.42 establishes the program-level Testing & Commissioning Strategy and defines the participation of the Authority and Early Train Operator, it does not</p>

	<p>that the Works satisfy the requirements for Completion and operational readiness. 6.5.11 The Contractor's Trial Run Testing shall be performed in accordance with FRA regulations and guidance. 6.5.12 The Contractor's Trial Run Testing shall comply with the Operating Rulebook" The above Trial Run Testing should be performed by and under the responsibility of the operator as per RM.42_GUIDE-0005_Testing_and_Commissioning_Strategy. This is also confirmed in 6.5.10 (TSCC has obligation of logistical support to the Operator). Can the Authority amend accordingly?</p>	<p>transfer responsibility for Trial Run Testing from the Contractor. Trial Runs form part of the Contractor's obligation to demonstrate that the integrated systems satisfy contractual performance, safety, and readiness requirements.</p> <p>The Operator shall conduct operational activities in accordance with the Operating Rulebook and applicable FRA regulations; however, the planning, coordination, technical execution, and demonstration of Trial Run Testing remain the responsibility of the TSCC Contractor.</p> <p>Accordingly, Schedule 3 remains unchanged.</p>
<p>486</p>	<p>[Schedule 1_6-TSCC Schedules - Schedule 16 clause 2.6.28 and b) RM.42_GUIDE-0005_Testing_and_Commissioning_Strategy]</p> <p>Schedule 16 clause 2.6.28 "The TSCC Contractor shall be responsible for leading the Dynamic Testing in cooperation with the Authority Trainset Supplier" This is not consistent with the RM.42_GUIDE-0005_Testing_and_Commissioning_Strategy prevails, where Dynamic testing and Trail and Running Testing are led by Authority / Early Train Operator. Can the Authority please confirm that RM42 prevails, where Dynamic testing and Trial and Running Testing are the Responsibility of the Authority / Early Train Operator, and TSCC would provide cooperation related to the TSCC-led Subsystems</p>	<p>No. Schedule 16 assigns Dynamic Testing leadership to the TSCC Contractor. RM.42 provides governance and participation structure, but does not transfer contractual responsibility. No amendment is required.</p>

<p>487</p>	<p>[Schedule 1_6-TSCC Schedules - a) Schedule 16 clause 15.1.1; and b)RM.29_PLAN-1029_Program_Integration_Management_Plan]</p> <p>Schedule 16 clause 15.1 Systems Engineering "15.1.1 The TSCC Contractor shall be responsible for delivering an integrated High-Speed Rail system, integrating train control, track, OCS, telecommunications and SCADA with:</p> <ul style="list-style-type: none"> • The trainsets supplied by the Authority trainset supplier • The designs provided by the Track/OCS Design Services Consultant • Stations, structures and facilities designed and constructed by Authority contractors and consultants" <p>We understand that is for the Subsystems under TSCC, consistently with the RM.29_PLAN-1029_Program_Integration_Management_Plan Instead of "shall be responsible for delivering an integrated High-Speed Rail system" can the Authority amend to "shall coordinate with interfacing contractors to ensure the delivery of an integrated High-Speed Rail system, integrating train control, track, OCS, telecommunications and SCADA with ..."</p> 	<p>The TSCC Contractor shall be responsible for delivering and integrating high speed rail system, interfacing with other sub-system and fully integrated HSR system as per T&C Strategy.</p>
<p>488</p>	<p>[ITP Form J1 - Pricing Sheet - Insulated Feeder]</p> <p>Could you please clarify the installation locations for the 574 meters of insulated feeder cable indicated in Form J1? This information is necessary to accurately estimate the required number of terminations for the installation. Additionally, our current understanding is that the insulated feeder cable will be furnished by the Authority. Please advise if this is not the case.</p>	<p>The 574m of insulated feeder cable are planned to cover the connection between the TPS facility and the OCS. The insulated feeder cable is to be furnished by the TSCC Contractor.</p> <p>Item has been removed from Package 2 and will be finalized in future packages negotiation.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

489	<p>[ITP Form J1 - Pricing Sheet - Feeder Tap]</p> <p>Could you please provide the locations of Switching Station SWS-R80, Paralleling Stations PS-MAG and PS-BLA, and Substation SS-46? This information is necessary to accurately estimate the feeder tap lengths</p>	<p>Refer to the following CP4 as-built drawings provided in Virtual Box: SWS-80: CV-R5101-RD80 sheet 622 of 974 PS-MAG: CV-R1101-PS531 sheet 636 of 974 PS-BLA: CV-R5101-PS532 sheet 648 of 974 SS-46: CV-R1201-S46 sheet 300 of 434.</p>
490	<p>[Agreement-TSCC Agreement - Section 34 11 00 section 2.02]</p> <p>Owner-furnished materials include: 1. Rails: (60E1): Based on EN 13674 requirements as modified by the owner. Can you please specify : The length of the LWR, the frequency of deliveries, the possibility to use the supplier s wagons during the construction ?</p>	<p>Rail will be received in 1,600 feet long, welded at the rail mill. They will arrive to the railheads by train and the TSCC Contractor will have one week to unload the train.</p>
491	<p>[Agreement-TSCC Agreement - Section 34 11 00 section 2.02]</p> <p>Owner-furnished materials include: 1. Rails: (60E1): Based on EN 13674 requirements as modified by the owner. 2. Concrete Ties: Based on EN 13230 or equivalent AREMA tie with requirements as modified by the owner. 3. Ballast: Based on EN 13450 requirements as modified by the owner. Can you please confirm if the authority will supply the switch and crossings ?</p>	<p>The Authority will provide the track switches after the UIC rail is available. The TSCC Contractor is required to place any switches necessary for construction utilizing AREMA switches which will be replaced when the final HSR switches are available.</p>
492	<p>[ITP -Instruction to Proposers - Form F]</p> <p>In Form F, there is an information box "Type of work to be performed of SEGMENT 1A delivery period proposal price". Please define "Segment 1A"</p>	<p>This is a typo. Proposers should read this as "Type of Work to be Performed and Percentage of NTP 1 and NTP 2 Proposal Price". Form F will be corrected in Addendum 5.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

<p>493</p>	<p>[ITP Form J1 - Pricing Sheet – Portals, Feeder Taps]</p> <p>Could the Authority provide drawings and/or technical specifications regarding the portals and the feeder taps?</p>	<p>For the portals (equipped with 4 cantilevers), refer to drawings:</p> <ul style="list-style-type: none"> • IGTE 21435/226591 reference 101 for the beam • IGTE 21483/230109 reference 214 for the drop tube • IGTE 21483/230153 reference 102 for the assembly of the negative feeder. <p>For the gantry, refer to drawing IGTE 21435/335216. For the feeder tap, refer to specification IGTE 21462/200520.</p>
<p>494</p>	<p>[Agreement-TSCC Agreement - 20.15.2(a)(v)]</p> <p>Could you please clarify under which conditions the Authority will assess that the TSCC Contractor has "failed to perform" or that the Authority will "elect to undertake" TSCC Contractor's obligations?</p>	<p>There are specific instances laid out in the TSCC Agreement for which the Authority can step in for failure to perform or lack of progress. Section 20.14.2(a)(v) is subject to such provisions.</p>
<p>495</p>	<p>This Section allows the Authority overbroad discretion to withhold payment related to updates of the Baseline Schedule. Request modification to reflect the Authority's ability to withhold payment is only in the event the TSCC Contractor fails to submit a schedule when due, rather than until the Authority's eventual approval.</p>	<p>The Authority declines to make changes related to these provisions.</p>
<p>496</p>	<p>[Agreement-TSCC Agreement - Section 14.4.4]</p> <p>The latest addendum includes a shift in the allocation of risk as it relates to pre-existing defects within the Site which are now TSCC Contractor's responsibility to correct and repair without a clear indication of who will bear the cost. Request modifications to clarify that only defects, deficiencies, or maintenance issues existing within the Site discovered or otherwise made known to TSCC Contractor prior to commencement of TSCC</p>	<p>Changes to responsibility for pre-existing defects were included in Addendum 4.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

	<p>Contractor’s Work shall become TSCC Contractor’s responsibility upon commencement of the Work. Any concealed or unknown pre-existing defect following commencement of the Work, TSCC Contractor shall promptly notify Authority in writing, providing sufficient detail to allow Authority to verify and oversee the proposed response plan. TSCC Contractor shall be entitled to a Relief Event for any such pre-existing conditions in accordance with Section 13.4.</p>	
<p>497</p>	<p>[Agreement-TSCC Agreement - Section 20.15.1(c)(v)(y)]</p> <p>Request clarification on intent of supary (y). As drafted, it can be interpreted to indicate that retainage will not be released until the statutory period for Subcontractors to file a claim has expired. Given the broad definition of “Claim”, this could include claims with a statute of limitation far beyond the time within which subcontractors must be paid retention under California Prompt Payment Laws.</p>	<p>Clause (y) is an alternative to (1) and (2). In order to avoid waiting for the statute of limitations, evidence of payment may be provided.</p>
<p>498</p>	<p>[Agreement-TSCC Agreement - Section 30.3]</p> <p>In the first sentence of the last paragraph, request adding language that the Authority’s decision is subject to the TSCC Contractor’s right to object and initiate arbitration under Section 30.4.</p>	<p>The Authority believes this is covered by Section 30.1(g).</p>
<p>499</p>	<p>[Agreement-TSCC Agreement - 22.2]</p> <p>Could you please confirm that clause 22.2.2 is an exception to the situation detailed under article 22.2.1 under which the TSCC Contractor is entitled to Claim for Losses when (a) the Authority is not materially prejudiced by the lack of Relief Event Notice or (b) the Authority Representative had Actual Knowledge of the Relief Event before the due date?</p>	<p>Section 22.2.2 sets forth a cure period for failure to submit timely and complete Relief Event notice.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

500	<p>[Agreement-TSCC Agreement - 30.3]</p> <p>Could you please clarify the duration of the partnering process (from receipt by the Authority of the TSCC Contractor's notice of dispute and the conclusion of the partnering process)?</p>	<p>The Authority will provide clean-up changes as part of the execution process, but the intent is to evaluate a dispute and mutually determine a timeline for partnering to resolve the dispute.</p>
501	<p>[ITP -Instruction to Proposers]</p> <p>Will there be a tribal monitor working for the Owner for the duration of the TSCC Contract?</p>	<p>The Authority will be responsible for securing tribal monitors should they be required for any portion of the work.</p>
502	<p>[ITP -Instruction to Proposers - 6.5]</p> <p>Can the Authority confirm whether there are any limitations on the country of origin of the guarantor? i.e. can they be a non-US entity?</p>	<p>Yes, the Guarantor can be a non-US entity, but will need to be able to enter into the Guaranty in Schedule 22.</p>
503	<p>[ITP -Instruction to Proposers - 6.5]</p> <p>Can the Authority confirm the minimum financial metrics for each of the 6 (six) Financial Capacity Criteria. What constitutes a score of 10 in each criteria?</p>	<p>The Proposer's financial metrics will be measured against peer industry benchmarks and anticipated value of Packages outstanding during the contract.</p>
504	<p>[Schedule 1_6-TSCC Schedules - Schedule 17]</p> <p>Schedule 17 - Key Individuals: 4. Design Oversight Manager The Design Oversight Manager is a position that does not required signature or seal for design by this individual. We ask the Authority to remove the requirement for Professional Engineer license in the State of California</p>	<p>The Authority declines to make the requested change.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

505	<p>[Schedule 1_6-TSCC Schedules - Schedule 17]</p> <p>Schedule 17 - Key Individuals: 7. Track and OCS Installation Manager The Track and OCS Installation Manager is a position that does not required signature or seal for design by this individual. We ask the Authority to remove the requirement for Professional Engineer license in the State of California</p>	Refer to revised Schedule 17 as per Addendum 4.
506	<p>[Schedule 1_6-TSCC Schedules - Schedule 17]</p> <p>Schedule 17 - Key Individuals: 8, Traction Power Manager The Traction Power Manager is a position that does not required signature or seal for design by this individual. We ask the Authority to remove the requirement for Professional Engineer license in the State of California</p>	Refer to revised Schedule 17 as per Addendum 4.
507	<p>[Schedule 1_6-TSCC Schedules - Schedule 17]</p> <p>Schedule 17 - Key Individuals: 9, Communication Manager The Communication Manager is a position that does not required signature or seal for design by this individual. We ask the Authority to remove the requirement for Professional Engineer license in the State of California</p>	Refer to revised Schedule 17 as per Addendum 4.
508	<p>[Schedule 1_6-TSCC Schedules - Schedule 17]</p> <p>Schedule 17 - Key Individuals: 10, Train Control Manager The Train Control Manager is a position that does not required signature or seal for design by this individual. We ask the Authority to remove the requirement for Professional Engineer license in the State of California</p>	Refer to revised Schedule 17 as per Addendum 4.

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

<p>509</p>	<p>[Agreement-TSCC Agreement - Section 14.1(c)]</p> <p>The definition of Good Industry Practice for Design Work goes beyond the standard of care and is not an insurable risk for the design professional. For Design Work, the standard of care means exercising the level of skill, diligence, prudence, and foresight which would reasonably and ordinarily be expected from a professional designer or engineer seeking in good faith to perform the same type of undertaking under circumstances similar to the Project and conditions similar to those within the same geographic area as the Site. While design professionals fully intend to comply in good faith with any contractual obligations as well as any Applicable Laws and Governmental Approvals, this definition of Good Industry Practice expands the standard of care. Professional liability coverage will be limited to damages directly caused by the designer's professional negligence only. We recommend revising the definition of Good Industry Practice for Design Work to match the industry standard definition for the standard of care applicable to design professionals, which is also the standard that will be insured through a professional liability policy.</p>	<p>The Authority declines to make the requested change.</p>
<p>510</p>	<p>[Agreement-TSCC Agreement - 17.4.1(a)]</p> <p>Issue: The clause requiring the Authority to be named as a third-party beneficiary with independent enforcement rights is unusual. It grants the Authority direct rights to enforce obligations and bring claims against subcontractors even though there is no direct contractual relationship. This exposes subcontractors to additional litigation risk, bypasses the prime contractor, and creates obligations without corresponding payment</p>	<p>The Authority declines to make the requested change.</p>

	<p>or negotiation leverage. Some subcontractors will object to this language in their subcontracts. It is more common that an owner has a right to require the prime contractor to assign a subcontract to the owner upon written request.</p> <p>We suggest that the Authority require the TSCC Contractor to include an assignment clause in each subcontract that contemplates that the subcontract may be assigned by the TSCC Contractor to the Authority upon written demand of the Authority.</p>	
511	<p>[Agreement-TSCC Agreement - 17.4.1(g)]</p> <p>The Subcontract shall provide TSCC Contractor with the right to terminate the Subcontract, in whole or in part, upon any termination for convenience of this Agreement without liability of TSCC Contractor or the Authority for the Subcontractor’s Consequential Damages or other damages (except for Subcontractor’s undisputed Work duly performed up to the date of termination). This is not consistent with industry standards for a termination for convenience. We suggest that the language be industry standard termination for convenience.</p> <p>Proposed Alternative Language: If TSCC Contractor terminates this Subcontract for convenience, Subcontractor shall be entitled to payment for (i) all undisputed Work performed up to the termination date, (ii) reasonable demobilization costs, and (iii) documented non-cancellable commitments incurred in reliance on this Subcontract. Subcontractor shall not be entitled to consequential damages or lost profits on unperformed Work.</p>	<p>Section 17.4.1(g) only applies to a termination for convenience of a Subcontract that flows from a Termination for Convenience of the TSCC Agreement. If the TSCC Contractor retains the right to terminate for convenience under its Subcontract that do not flow from a Termination for Convenience of the TSCC Agreement, Section 17.4.1(g) does not necessarily control.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

<p>512</p>	<p>[Schedule 16, 2,2,3 & 2,2,9]</p> <p>This section for each Package includes the following statement:</p> <p>The following are expressly excluded from the requirements of Package Scope Closeout for this Package:</p> <ol style="list-style-type: none"> 1. Final surfacing 2. Integrated Project testing <p>Where is the cost of Final Surfacing to be included? Where is the cost of Integrated Project testing to be included?</p>	<p>Final surfacing to be in a later NTP. Refer to Addendum 4.</p>
<p>513</p>	<p>[Agreement-TSCC Agreement - Section 14.4.4]</p> <p>We assume that upon notification to the Authority of identification of defects, the contractor will be compensated through the Relief Events Article 21-23 of the TSCC Agreement. Please confirm. If it is not, please clarify how the contractor will be compensated for any site defects.</p>	<p>Section 14.4.4 was revised as in Addendum 4.</p>
<p>514</p>	<p>[Agreement-TSCC Agreement - Section 14.4.4]</p> <p>We assume that this section would be classified as a Differing Site Condition under Article 13.4, Please confirm. If it is not, please advise the difference between Pre-Existing Defects and Differing Site Conditions.</p>	<p>Section 14.4.4 was revised in Addendum 4.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

515	<p>[Agreement-TSCC Agreement - Section 14.4.4]</p> <p>If the contractor is not permitted relief on Pre-Existing Conditions, can the Authority advise of known Pre-Existing Defects in order for the contractor to quantify in our pricing of CP-4.</p>	<p>Section 14.4.4 was revised in Addendum 4.</p>
516	<p>[HSR25-89_AD3_TSCC_ITP & HSR25-89-TSCC_Schedule_6-8_A3 - Attachment D and Typical Plan Sections]</p> <p>Attachment D has both Manholes and Under Track Duct bank within the description of bid items for what appears to be overlapping scope. Please provide clarification related to the scope of work, bid item quantities and the approximate stations of the work. This clarification will guide the Contractor on schedule and cost.</p>	<p>The TSCC Contractor is to utilize existing undertrack duct bank crossings and install new manholes.</p> <p>CP4 Final DD quantities reflect 24 manholes and 0 Under Track Duct.</p>
517	<p>Please confirm if the Authority will be providing the OCS Hanger length and spacing calcs or if the Contractor is expected to perform.</p>	<p>It is confirmed that the Authority will provide the hanger length and spacing information to the TSCC Contractor.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

<p>518</p>	<p>[HSR25-89_AD3_TSCC_Instructions_to_Proposers_Clean - 6.6.2.f]</p> <p>Response to Question 231 mentioned the California Professional Engineer license would be removed for the Civil/Structure Integration Manager position in a future addendum. Addendum #3 (ITP and Schedule 17) still requires a California Professional Engineer License for this position. We ask the Authority to remove the CA PE license requirement for this position.</p>	<p>Section 14.4.4 was revised as part of Addendum 4.</p>
<p>519</p>	<p>[HSR25-89-TSCC_Agreement_A2-Clean - Section 14.10.4]</p> <p>Addendum 2 updated section 14.10.4 of the TSCC Agreement to include waste percentages. The 3% allowed for Rail Ballast is unreasonable. Due to ballast being delivered by train and specs requiring contractors to place an initial ballast pad prior to track laying, we recommend the following: 5% waste allowance at Railhead transloading ballast stockpile + 5% waste allowance for installation final location for a total of 10% total ballast waste allowance.</p>	<p>Refer to revised section 14.10.4 of the TSCC Agreement issued through Addendum 4.</p>
<p>520</p>	<p>[HSR25-89-TSCC_Agreement_A2-Clean - Section 14.10.4]</p> <p>Regarding Section 14.10.4 of TSCC Agreement, please confirm waste percentages will be measured off of final design quantities and not quantities provided in ITP form J1 Pricing sheets. Specifically, ballast waste percentage calculations will require field survey of final in-place ballast sections versus theoretical design cross sections and the agencies suppliers to provide dry rodded ballast weights of product supplied to determine true waste percentages, adding field and administration costs to tracking these percentages.</p>	<p>These details will be discussed and agreed upon during negotiation, and will be conformed in the execution version of the TSCC Agreement.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

521	<p>[HSR25-89-TSCC_Agreement_A2-Clean - 1.1 Definitions, Page 18 of 136]</p> <p>Does Interim Substantial Completion include all of the TSCC support activities through completion of Dynamic Testing?</p>	Yes.
522	<p>[RM.42_GUIDE-0005_Testing_and_Commissioning_Strategy - 5.4.2.2, Page 22]</p> <p>Testing sequence is shown as CP4 > CP1 > CP2-3. Does this mean Dynamic Testing will be performed individually per CP or all together?</p>	<p>Dynamic testing may be conducted by Construction Package (CP), which would allow testing to proceed sequentially (e.g., CP4, followed by CP1, and then CP2–3). However, the actual sequence will depend on the completion status of construction works. If multiple CPs are completed in parallel, dynamic testing may also be undertaken concurrently across those sections. The final testing sequence will be further developed and agreed in consultation with the TSCC Contractor.</p>
523	<p>Please confirm the Authority will be providing 100% OCS Design, including all allocations by the end of February 2026</p>	<p>100 Percent Design will be provided to the TSCC Contractor after NOPA release for use in limited negotiations pursuant to ITP Section 7.8.</p>
524	<p>[HSR25-89-TSCC_Schedules_9_-_45_A2 - 4.2.3.2, Page 14 of 54]</p> <p>Section indicates Proposed Baseline Schedule shall be due within 30 Days from NTP. This differs from the Submittal List in Schedule 7 which shows the Baseline Schedule is due at NTP+60 days.</p>	<p>The discrepancy had been noted and will be corrected with the release of Addendum 5.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

525	Based on prior responses, it appears the Authority will be providing 100% of all OCS material, including Poles, Hardware, Cable/Wire, and misc. items (Jumper Wire, hanger wire, steel rope, zip ties, strut, etc.). Is the TSCC contractor expected to provide any material for the OCS system? If the TSCC is expected to provide anything, please provide a list of what is expected and a 100% design to all the appropriate costs to be included.	The OCS components will be owner furnished. The TSCC Contractor is responsible for the construction of the OCS pole foundations, including the anchor bolts/fasteners for the attachment of OCS poles to the foundation and defined in Schedule 6 “OCS Optimized Track Design Criteria”.
526	Please confirm if the Authority is providing all Signage that must go on OCS Poles	Signage requirements are included as part of the design drawings in Schedule 6 and priced as part of Form J.
527	OCS SEDs - Please clarify if the Authority will provide the SEDs or if Contractor is expected to provide. If Contractor is expected to prepare SEDs, will the Authority/Manufacturer provide all the CADD files necessary to allow creation of the SEDs?	SEDs will be developed in accordance with the approved asset naming and identification strategy approved by the Authority and digital files will be provided to the TSCC contractor, see Schedule 4.
528	What are the packaging details for the Owner furnished materials? Does anything need to be returned to the manufacturer, such as steel reels or other items?	At the time of this writing, no material or packaging returns are expected. The TSCC Contractor needs to assume that only the large steel reels will be shipped back to suppliers.
529	<p>[2026-01-26_HSR25-89_Questions_and_Answers_Round 2, 2026-01-06_HSR25-89_Questions_and_Answers_Round 3]</p> <p>It appears Q&A responses and Addenda 2 & 3 have updating responsibilities related to procurement of material vs. the Scope Split Allocation Spreadsheet provided in Addendum 1. Please confirm this spreadsheet will be updated and provided to clarify responsibility of procurement and scope splits between the TSCC and the Authority</p>	<p>The Authority confirms that RM.52 – CHSR Scope Split Procurement Allocation has been updated through Addendum 4 to address the inconsistencies identified.</p> <p>It should be noted that RM.52 is provided for reference only to illustrate the Authority’s overall procurement and scope split strategy. It does not define or modify contractual scope responsibilities.</p> <p>For the purposes of pricing and cost allocation, Attachment D of the Agreement (Bid Tab Description) shall govern and must be relied upon in preparing the bid.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

<p>530</p>	<p>[HSR25-89_AD2_TSCC_Instructions_to_Proposers_Clean - Attachment D and Typical Plan Sections]</p> <p>Attachment D: Bid Tab Description in Addendum 2 line 50.040.005 4 states "Contractor shall furnish, install, and test any special nonstandard OCS items such as Bridge attachments, station fittings, special cantilevers or portals necessary for a complete installation." This appears to contradict prior direction and other sections. Additionally, since the Authority is providing the final design and procuring all material, please confirm this language will be updated accordingly.</p>	<p>This language was a provision to supply/install and non-standard OCS items.</p> <p>No non-standard provision shall be accounted for on the CP4 segment.</p>
<p>531</p>	<p>[HSR25-89_AD2_TSCC_Instructions_to_Proposers_Clean - Attachment D: Bid Tab Description]</p> <p>Attachment D - Bid Tab Description in Addendum 2 line 50.040.025 appears to inadvertently include OCS cantilevers in the description, which have separate line items. This appears to be a pole only line item. Please confirm language will be updated.</p>	<p>Poles only, the bid item 50.040.025, "Pole - single cantilever" and the description of work were updated in the ITP in Addendum 4.</p>
<p>532</p>	<p>[HSR25-89_AD2_TSCC_Instructions_to_Proposers_Clean - Attachment D: Bid Tab Description]</p> <p>Attachment D - Bid Tab Description in Addendum 2 line 50.040.030 appears to inadvertently include OCS cantilevers & poles with cantilevers on them vs. the poles for counterweight assemblies in the description, which have separate line items. Please confirm language will be updated.</p>	<p>Poles only, the bid item 50.040.030, "Pole - Counterweight & Line Item," and the description of work were updated in the ITP in Addendum 4.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

533	<p>[HSR25-89_AD2_TSCC_Instructions_to_Proposers_Clean - Attachment D: Bid Tab Description]</p> <p>Attachment D - Bid Tab Description in Addendum 2 line 50.040.062: Is this intended to include all terminations, including at the TPSS & SWS locations?</p>	<p>Clarifying sentence added to the bid item 50.040.062, "Feeder Tap", and the description of work was updated in the ITP through Addendum 4.</p>
534	<p>[HSR25-89_AD2_TSCC_Instructions_to_Proposers_Clean - Attachment D: Bid Tab Description] Attachment D - Bid Tab Description in Addendum 2 includes a Section Insulation item, however Form J1 does not include any line item or quantity for this. Please update on form J1.</p>	<p>Form J1 has been updated through Addendum 4.</p>
535	<p>[HSR25-89_AD2_TSCC_Instructions_to_Proposers_Clean - Attachment D: Bid Tab Description]</p> <p>Attachment D - Bid Tab Description; There are numerous configs of Negative Feeder Supports of varying complexity that need clarification. There are also terms and jumpers associated with the negative feeder; please confirm where that should be included.</p>	<p>Within the limits of Package 2 for the construction of a single track, there will be one (1) negative feeder configuration.</p>
536	<p>[HSR25-89_AD2_TSCC_Instructions_to_Proposers_Clean - Attachment D: Bid Tab Description]</p> <p>Attachment D - Bid Tab Description in Addendum 2 line 50.040.063A: The language is very broad and appears to encompass the entire OCS System. Please clarify the intent of what should be included here.</p>	<p>The bid item name was updated to define the elements of 50.040.063A, "Catenary System (Including messenger, contact wire, hangers & bridge)", and the description of work was updated with the ITP in Addendum 4.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

537	<p>[HSR25-89_AD2_TSCC_Instructions_to_Proposers_Clean - Attachment D: Bid Tab Description]</p> <p>Attachment D - Bid Tab Description in Addendum 2 line 50.040.070 - Insulated feeder cable; Please provide specifications and details for the insulated feeder cable.</p>	<p>Not applicable; 50.040.070 was removed from Form J in Addendum 4.</p>
538	<p>Please confirm the track structure (including the bridges, culverts, subgrade, MSE walls, etc.), and including the ties themselves, can support construction loads from US industry standard 286kip (4 axle) ballast cars, and 429kip (6 axle) locomotives</p>	<p>Refer to DCM 7.1 - 31.2.1.2.1.4 The TSCC Contractor is to assume the limitation is standard Class I 286K freight cars with 6 axle locomotives with 71.5K axle loads. Other consists are to be evaluated on a case by case basis.</p>
539	<p>[Agreement-TSCC Agreement - 20.4.5]</p> <p>In case of a Tariff Event and in the hypothesis of any potential replacement materials, could you please confirm that the Tariff will be reimbursed as mentioned under Section 20.4.4?</p>	<p>If the TSCC Contractor locates a Substitute Tariff Material which results in a cheaper price due to reduced Tariffs, the Authority will pay the amounts of such Substitute Tariff Material. If no Substitute Tariff Material is available, the Authority will reimburse TSCC Contractor for the Tariffs actually paid in importation of the Tariff Materials. Pursuant to Section 20.3.6 of the TSCC Agreement, the Authority shall have the right to approve or reject any proposed Substitute Tariff Material based on technical compatibility, schedule impact, cost, overall Project quality and compliance with the requirements of the TSCC Agreement.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

540	<p>[Schedule 25]</p> <p>Can you confirm the coverage amounts required for subcontractors under Schedule 25 given that TSCC Contractor cannot guarantee their ability to subscribe to these amounts?</p>	<p>Generally, the TSCC Contractor shall cause each Subcontractor to provide insurance where the Subcontractor is not covered by the TSCC Contractor's insurance for the respective subcontracted work, based on specific exposure. The limits of Subcontractor insurance may be lower than that required of the TSCC Contractor, to be determined by the TSCC Contractor based on specific exposure of the work being subcontracted. At the minimum, General Liability (\$1M), Workers' Compensation/Employer's Liability (statutory/\$1M), and Auto (\$1M) are required of Subcontractors.</p>
541	<p>[ITP -Instruction to Proposers - SHEET 53]</p> <p>Could you please confirm whether the surety letter to be provided under the Proposal shall cover only the first Packages (1 and 2B)?</p>	<p>Per Addendum 4, Surety Letters shall include the Proposer's bonding capacity, with respect to the specified bonds in section 7 of the TSCC Agreement, for Package 1 and Package 2.</p>
542	<p>[Schedule 3_6-Design Drawing & Specs - Specification Section 34 11 26.16, Part 3, 3.01, A, B, and 3.02 A.]</p> <p>Durning the site visit it was observed that most of the existing subgrade including the shoulder where the Cable Trough will be installed has vegetation growing. Will the Authority correct this as described in Part 3, 3.01, A and B Prior to the Contractor starting work. Or will this be on the contractor to repair as described in 3.02, A.</p>	<p>Yes. The Authority will provide vegetation control prior to starting work. This will be conformed in the execution version of the TSCC Agreement.</p>
543	<p>[Agreement-TSCC Agreement - Section 23.8(a)]</p> <p>Could you please clarify what this Section is referring to as Section 23.6.2 reference is not relevant?</p>	<p>The reference should be Section 23.6.3. This will be fixed in the final conformed version of the TSCC Agreement.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

544	<p>[Agreement-TSCC Agreement - Schedule 25]</p> <p>Could you please consider replacing "insurance or indemnity companies with an A.M. Best and Company rating level of A- or better" by "insurance or indemnity companies with a good reputation in the market and that is solvent"?</p>	<p>This is a standard requirement; however, the Authority has the discretion to decide which companies are acceptable.</p>
545	<p>[Agreement-TSCC Agreement - Schedule 22]</p> <p>In the event the Authority requests a Guaranty from a joint venture, will each member of the joint venture need to issue a Guaranty to the Authority substantially in the form of Schedule 22 or will the Authority only require the one member of the joint venture provide such a Guaranty?</p>	<p>The Guaranty requirement will depend on the financial strength of the proposed TSCC Contractor and will be determined following proposals.</p>
546	<p>[ITP -Instruction to Proposers - 1.18]</p> <p>Item 18 states "Responses to questions do not become part of the TSCC Agreement unless incorporated into the TSCC Agreement by addendum." Given the limited time remaining could the Authority permit the Proposer to rely on Responses to Questions as they are issued, and assume that they will be incorporated into the TSCC Agreement before contract signature.</p>	<p>The Authority declines to make the requested change.</p>
547	<p>[ITP Form J1 - Pricing Sheet]</p> <p>Please consider a separate Maintenance Package, perhaps 1C, to address pre-existing defects, civil maintenance, and maintenance of the constructed works.</p>	<p>The Maintenance tab was removed from Form J1, and Schedule 16, Section 13.3 was updated with the release of Addendum 4.</p>
548	<p>[ITP Form J1 - Pricing Sheet]</p> <p>Please consider adding a Mobilization Payment to each NTP.</p>	<p>The terms of payment for each Package will be subject to open book negotiations and agreement of a Final Package Price.</p>
549	<p>[ITP -Instruction to Proposers]</p>	<p>The Authority requires the Contractor to submit and obtain approval of the required PMP and ITP</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

	In order to effectively begin any work in CP-4 in 2026, will the Authority consider accepting an abbreviated set of PMP and ITP Documents for governing the work until the required documents can be developed and implemented?	documents prior to commencing relevant work activities. These documents establish the necessary governance and quality control framework. Any proposed phasing of documentation will be considered by the Authority; however, sufficient approved plans must be in place before work begins.
550	Will the Authority establish initial construction tolerances to be used until final surfacing is required?	Refer to Schedule 16. The initial track surfacing goal is FRA Class 4.
551	Will the Authority purchase major specialized equipment for use by the TSCC Contractor to complete the final surfacing?	No. The TSCC Contractor is to provide all required equipment to achieve the SOW.
552	[ITP -Instruction to Proposers] Please can the Authority provide a sample Surety Letter.	The Authority will not provide a sample Surety Letter. Please refer to the changes that were made to the ITP, Section 6.4, in Addendum 4 for updated requirements.
553	[ITP -Instruction to Proposers] To facilitate contractor bonding issuance, could the Authority indicate in the surety letter sample, that the bonding requirement is limited to NTP1 & NTP2 for the submission.	Per Addendum 4, Surety Letters shall include the Proposer's bonding capacity, with respect to the specified bonds in section 7 of the TSCC Agreement, for Package 1 and Package 2.
554	[Agreement-TSCC Agreement - Section 14.16] Please can the Authority consider the impact on Bonding and Insurances with regard to Novation, to the extent that the bonds and insurances will be in effect based on the present tender conditions and risks verses the unknow financial, technical, and contractual obligations with the novated entity.	The Authority notes that cost of insurance may increase. Bonding and insurance requirements will be negotiated during the development of a Novation Agreement specified in Section 32.15, Novation. Specifically, Section 32.15.3 allows for changes to the TSCC Contractor's compensation following novation.
555	[Agreement-TSCC Agreement - Section 14.16] Please can the Authority consider adding language to Section 14.16 to address the specific needs of the Authority regarding future utility work verses the broad inclusion of utilities.	If and when further detail is known about utility requirements, such changes may be incorporated in the Scope of Work as part of a Package Amendment. It is anticipated that the TSCC Contractor will evaluate its utility needs and include that as part of a Final Package Price as appropriate.

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

556	<p>[Agreement-TSCC Agreement - Section 14.19.1]</p> <p>Regarding utilities bonds, could you please consider deleting this requirement (the all Section 14.19.1)?</p>	<p>The Authority declines to make the requested change.</p>
557	<p>[Agreement-TSCC Agreement - Section 14.19.1]</p> <p>Regarding utilities bonds, if the deletion of all Section 14.19.1 cannot be considered, could you please consider deleting subsection (a) at least?</p>	<p>The Authority declines to make the requested change.</p>
558	<p>[Agreement-TSCC Agreement - Section 14.19.1]</p> <p>Regarding utilities bonds, if the deletion of all Section 14.19.1 cannot be considered, could you please consider adding a cap and a maximum duration under subsection (b) of the additional bonds to be provided?</p>	<p>The Authority declines to make the requested change.</p>
559	<p>[ITP -Instruction to Proposers - 2.10 and 2.15]</p> <p>ITP 2.10 indicates that the Authority may novate the contract to a Developer. 2.15 of the Agreement indicates that the Authority is seeking a development partner and may authorize portions of the contract to be novated. Is the intent to potentially enter into agreements with Developers for the contract as a whole or different scopes; can the Authority provide some clarification what they are contemplating.</p>	<p>The Authority is considering a potential future novation to a P3 development partner of the entire TSCC Agreement. However, the Authority retains the right to only novate portions of the TSCC Agreement.</p>
560	<p>[ITP -Instruction to Proposers - 2.10 and 2.15]</p> <p>ITP 2.10 indicates that the Authority may novate the contract to a Developer. 2.15 of the Agreement indicates that the Authority is seeking a development partner and may authorize portions of the contract to be novated. How will existing obligations be dealt with on portions of the Contract that have already been let?</p>	<p>This will be determined as part of the negotiation of the Novation Agreement.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

561	<p>[ITP -Instruction to Proposers - 2.10 and 2.15]</p> <p>ITP 2.10 indicates that the Authority may novate the contract to a Developer. 2.15 of the Agreement indicates that the Authority is seeking a development partner and may authorize portions of the contract to be novated. Will the Authority ask for the Developer to be added as a dual Obligee on the bond?</p>	<p>This will be determined as part of the negotiation of the Novation Agreement.</p>
562	<p>[ITP -Instruction to Proposers - 2.10 and 2.15]</p> <p>ITP 2.10 indicates that the Authority may novate the contract to a Developer. 2.15 of the Agreement indicates that the Authority is seeking a development partner and may authorize portions of the contract to be novated. Assuming that funding will be demonstrated to assure both the Contractor and Surety that the party to whom the contract or portions thereof has been novated will have access the funding to the project, we would appreciate if the Authority would consider this specific point.</p>	<p>This will be determined as part of the negotiation of the Novation Agreement.</p>
563	<p>[ITP -Instruction to Proposers - 2.10 and 2.15]</p> <p>ITP 2.10 indicates that the Authority may novate the contract to a Developer. 2.15 of the Agreement indicates that the Authority is seeking a development partner and may authorize portions of the contract to be novated. What happens if the Contractor or its Sureties cannot get comfortable with the novation of the Contract or portions thereof?</p>	<p>A revision was made to Section 32.15.5 as part of Addendum 4 to address this.</p>
564	<p>[ITP -Instruction to Proposers - 2.10 and 2.15]</p> <p>ITP 2.10 indicates that the Authority may novate the contract to a Developer. 2.15 of the Agreement indicates that the Authority is seeking a development partner and may authorize portions of the contract to be novated. While 32.15.6 indicates that the Authority</p>	<p>A revision was made to Section 32.15.5 as part of Addendum 4 to address this.</p>

	will not require novation in a manner that materially increases TSCC Contractor's risk, will the Contractor and its Sureties be involved in determinations whether such risk materially is altered? Can the Authority expand on 32.15.6?	
565	[HSR25-89_TSCC_ITP_Fomr_J1_Addendum3] Emergency Exits - Per Addendum 3, the Emergency Exits were removed from Package 2B - Optimized Track Bid Items, implying that they are not part of the scope of work. What is the requirement, if any, for emergency exits along the alignment?	Emergency exits have been brought back to form J1 and Attachment D in Addendum 4
566	[HSR25-89-TSCC_Schedule.3of6] The drawings show that the Walkway Envelope lies directly on top of the Sub-Ballast. What scope is intended to be included within the Emergency Access Walkways Bid Item in Package 2B Optimized Track Bid Items?	Form J1 and Attachment D were updated in Addendum 4 and this item was removed.
567	[HSR25-89-TSCC_Schedule.3of6] Please confirm if the Wasco viaduct design as previously constructed has accounted for future mounting of the OCS poles. If so, please provide the connection or blockout detail for how Contractor's OCS poles are to be mounted. If not, please confirm this design and installation of OCS pole connection to bridge is not the responsibility of Contractor.	Refer to the DCM. It is confirmed that pole reservations including anchor bolts are already built on the Wasco viaduct (according to the DCM requirements) as part of the Civil works package. The TSCC Contractor will install OCS poles in these reservations the same way they are installed on OCS foundations.
568	[Specification Section 34_11_00 Track Construction, 2.02C(2)] Please confirm that Contractors may utilize rail bound equipment with industry standard AAR wheels on all HSR track during track and OCS construction. UIAC60 rail with 1:20 cant has a slightly different profile than AREMA standards. Modifications to standard AAR	The TSCC Contractor is to assume the limitation is standard Class I 286K freight cars with 6 axle locomotives with 71.5K axle loads. Others are to be evaluated on a case-by-case basis.

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

	wheels for both contractors equipment as well as any Agency supplied material trains, including locomotives, CWR trains, ballast cars and tie deliveries will add significant costs to the project as well as difficulties in Agency supplied material deliveries.	
569	Has the primary supplier for the OCS and related high-value materials been identified, or is that procurement still in progress?	No, not at the time of this writing.
570	If identified, will the supplier be coordinating inbound transportation, or will deliveries be managed directly by the owner?	The TSCC Contractor will be tasked to coordinate the materials arrivals and handling,
571	Are there specific SBE utilization goals or reporting requirements tied to material handling, storage, or logistics services associated with these supplies?	The Small Business Program goals are applied across total contract value and can be applied to all scopes of work identified in the sub-agreements. The reporting requirements are based on utilization, goal attainment and dollars expended with SB subcontractors.
572	Once suppliers are finalized, will there be an opportunity for early coordination to align delivery schedules, inspection protocols, and just-in-time release planning?	The TSCC Contractor will coordinate deliveries from suppliers, and the Authority will oversee it.
573	Will there be any opportunity for a subconsultant to contract to provide other OCS supplies that are not included in the supplies listed that the Authority will be purchasing directly?	The Authority may take into consideration any innovation and collaboration.
574	[Agreement-TSCC Agreement - 2.2.1 (e)] Could you please clarify the meaning of "lean construction methods"?	A response will be provided in Questions and Answers -Round 7.
575	[Agreement-TSCC Agreement - 9.4] To what extent does Section 9.4 apply to Authority Provided Materials, Approvals, Governmental Approvals, ROW, Permits, Design, etc., and the collaborative development of Packages?	Section 9.4.1 only applies to an Authority "right" to inspect and does not limit its obligations to inspect elsewhere under the TSCC Agreement.

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

576	<p>[Agreement-TSCC Agreement - Sections 19.10 and 20.7 and Schedule 18]</p> <p>The LD amounts are to be confirmed with each package submission, using the form identified in Schedule 13. While Section 20.7 indicates that the LD rate will be derived from the Extended General Requirements Costs for each day of Milestone delay, based on the Table of Rates in Schedule 18, no such rates are currently provided.</p> <p>Can the Authority advise the applicable delay rates?</p>	<p>The TSCC Contractor's Delay Rate is a liquidated daily rate for the TSCC Contractor and is not tied to liquidated damages under the TSCC Agreement. The TSCC Contractor's Delay Rate is determined as described in Section 20.6.3(b).</p>
577	<p>[ITP -Instruction to Proposers - Form S, Clause C]</p> <p>Can the Authority confirm that the Affiliates that have engaged in business or investments refer to United States?</p>	<p>Pursuant to the instructions in ITP Form S, Clause (C), investments are limited to "Affiliates that have engaged in business or investments in North America during the past 10 years." This includes all countries within North America, including but not limited to the United States.</p>
578	<p>[Agreement-TSCC Agreement - Definition of Authority-Provided approvals]</p> <p>Can you please confirm whether the list under this definition is an exhaustive list?</p>	<p>Subject to revision as part of a Package Amendment, it is currently anticipated that the list of Authority-Provided Approvals is exhaustive.</p>
579	<p>[Schedule 2_6-Systems Tech Specs - 34 30 03 para 1.05 S 4]</p> <p>Paragraph 1.05 S 4 states that the TSCC provides integration test procedures but 1.06 states that integrated testing is by the Authority. Please confirm that the Authority is responsible for the integration testing procedures.</p>	<p>Refer to Schedules 3 and 16. The TSCC Contractor is responsible for System Integration Testing providing submittals for test plans, test schedules, test procedures, and test reports.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

<p>580</p>	<p>[Schedule 1_6-TSCC Schedules - Schedule 3 Section 3.17.2]</p> <p>It is mentioned as per item.17.2.4 that the dynamic testing plan, trial running testing plan and the operations and maintenance plan are to be prepared by the Contractor. Can the Authority confirm that they will lead on these activities with support from the Contractor?</p>	<p>Refer to Schedules 3 and 16. The Authority confirms that the dynamic testing plan, trial running testing plan, and the operations and maintenance plan are to be prepared and conducted by the TSCC Contractor. The Authority will review, approve these plans, and witness the tests. The Authority will not lead the TSCC Contractor's activities; it will oversee and witness the TSCC Contractor's activities and provide support if necessary.</p>
<p>581</p>	<p>[Schedule 1_6-TSCC Schedules - 5.1.1 and other related specifications]</p> <p>Can the Authority confirm TSCC contractor responsibilities for systems and components integration and functionality include support for other 3rd party designs but not liability for work product not created by the TSCC contractor?</p>	<p>Refer to Schedule 3 and 16. The TSCC Contractor is the Integrator of the CHSR systems, and must manage the interfaces with third parties to be identified and functionally tested during system integration testing.</p>
<p>582</p>	<p>[Agreement-TSCC Agreement - 20.15.1(d)]</p> <p>The TSCC Agreement states that the Authority shall release Retainage withheld for any Work completed by any Subcontractor once per fiscal quarter upon receipt of a quarterly application from TSCC Contractor (i) stating the Subcontractor has satisfactorily completed all Work required to be performed under its Subcontract, (ii) stating the amount withheld by TSCC Contractor under the Subcontract, and (iii) providing all backup information and stop payment notice and Lien releases as may be required by the Authority.</p> <p>While 20.15.1(d) provides for quarterly release to Subcontractors, can the Authority confirm that this also applies to retainage on design activities without linkage to construction milestones.</p>	<p>Confirmed. The defined term "Work" as used in Section 20.14.1(d) refers to all work performed under the TSCC Agreement.</p>

RFP No. HSR25-89, RFP for the Track & Systems Construction Contract

583	The Studies and Report Link is broken on the website. We need to look at the geotechnical borings for this project from previous studies way before the bid date so we can quantify the soil behavior.	The Authority compiled an index of all 32 GEDR and GEDR V&V Reports and uploaded both the index and the full document set into a Box folder. The index includes SharePoint hyperlinks, and all files are also locally included in the folder, should any hyperlink fail. Refer to the Box folder for complete access to all geotechnical borings and related data.
-----	--	--