

California High-Speed Rail Authority



Request for Proposals for the Track & Systems Construction Contract

RFQ No.: HSR25-89

Questions and Responses

Round	Date
8	March 17, 2026

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No.	Proposer Question	Authority Response
598	<p>TSCC Agreement, Schedule 16, Section 2.3.23 and other sections reference initial track construction to Class 4 track standard. Specification 34 11 00 Track Construction defines the process for Initial Layer of Ballast, Laying and Installing Rails, and First Tamping.</p> <ul style="list-style-type: none"> • Please confirm that the specification is to be followed. • Please confirm that initial track construction to Class 4 track standard is in reference to the tolerances. • Please confirm that OCS can be installation can be completed once track is constructed to Class 4 track standards. 	<p>The plan of track and contact wire completion is to prepare the track to a reduced level, then upgrade to the final by the time of Turn Over. The contact wire will also be required to be completed by then.</p> <p>The plan is to allow the TSCC Contractor to operate work trains to seat in the track. The plan is not to finish track and contact wire to allow seating in time.</p>
599	<p>Addendum 5 - Form J1, Package 2B still has a line item for Spare Parts Allowance. Please confirm there is no pricing to be provided at this time.</p>	<p>This is an allowance item, and the TSCC Contractor does not need to price it.</p>
600	<p>[HSR25-89_Addendum5_TSCC_ITP Section 6.5 Volume 1B - Financial Information, pg 49 of 74]</p> <p>The ITP requires submission of Recent Financial Statements in PDF and Microsoft Excel format. Audited financial statements are issued as certified, final documents and are not maintained in Excel format. Recreating them in Excel would require manual transcription and may introduce discrepancies with the certified statements. Please confirm that submission of certified hard copy and PDF financial statements will satisfy the requirement and that the Excel format requirement shall be removed</p>	<p>Certified hard copy and PDF financial statements are acceptable. Proposers do not need to provide an Excel format.</p>

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<p>601</p>	<p>[HSR25_89 TSCC_ITP Form_J1 Addendum_6 Package 2_Scope 00. Track Preparation of subgrade]</p> <p>The Bid Tab Description for Preparation of Subgrade in Addendum 4 refers to Specification 31 05 00. Section 3.08 Subgrade Preparation in 31 05 00 C. details that this item requires scarifying and mixing entire surface of subgrade to a depth of at least 6 inches. A quantity of 81,294 ft³ is provided in Form J for subgrade prep. However, subgrade prep is typically based on an area and not a volume. If we try to convert the 81,294 ft³ to an area, it comes out to approximately 18,066 SY. Are we interpreting this correctly?</p> <p>Please clarify whether subgrade prep is required for the entire CP 4 alignment.</p>	<p>Scarifying is not required. The present grade is placed and will allow direct construction on top.</p> <p>For bid submission for the item of preparation of the subgrade in Form J, put 0 dollars. This line item will be removed from bid price calculations and will be removed from the final version for Form J included in the execution version of the contract.</p>
<p>602</p>	<p>[HSR25-89 TSCC_ITP Form_J1 Addendum_7 Package 2_Scope 00. Track Preparation of subgrade]</p> <p>Per our question above - please consider changing the unit of measure for Subgrade Preparation to SY</p>	<p>Refer to the response to Question 601. No scarifying of the existing embankment is required.</p>

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<p>603</p>	<p>[HSR25-89 TSCC_ITP Form_J1_Addendum_8 Package 2_Scope 00. Track Preparation of subgrade]</p> <p>The wording in Preparation of Subgrade, specifically the language requiring labor, equipment, and related operations to meet the prescribed thickness and finished grade tolerances for the subballast layer, along with the unit of measure of CF, leads us to interpret that this items requires us to excavate and embank material to get to the specified finished elevation for the subgrade.</p> <p>If this is the intent of the Authority - we request that an additional item be added for the excavation and embankment required to complete this work.</p>	<p>Refer to the response to Question 601.</p>
<p>604</p>	<p>[HSR-89-TSCC_Schedules_9_-_44 A3_to_A4 Schedule 11 - Permits, Licenses, Approvals and Agreements]</p> <p>Given that the civil scope is being completed by a separate contractor, and the Storm Water Pollution Prevention Plan (SWPPP) has already been implemented, and now the permanent BMPs are in place, we ask the Authority clarify whether the TSCC will be required to furnish and maintain any additional temporary SWPPP BMPs within the guideway limits?</p> <p>If yes, please provide direction regarding the specific requirements, including:</p> <ul style="list-style-type: none"> •Installation of silt fence along both sides of the right-of-way. •Inlet protection, if required provide the anticipated number of inlets. 	<p>Yes, the TSCC Contractor shall furnish and maintain SWPPP BMPs in accordance with a SWPPP prepared by the Contractor's QSD and the CGP. Requirements for SWPPP preparation and implementation are defined in Section 3.1.15 of Schedule 8.</p> <p>Temporary BMPs (e.g., silt fence and inlet protection) shall be implemented where required based on site conditions, as determined by the Contractor's QSD/QSP. The Contractor is responsible for all inspections, monitoring, and maintenance of BMPs.</p>

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	<p>•Ongoing SWPPP BMP inspection and maintenance responsibilities.</p>	
605	<p>[HSR-89-TSCC_Schedules_9 – 44 A3_to_A4 Schedule 25 - Insurance]</p> <p>Schedule 25 of the Insurance requirements state that builder's risk is not required for NTP 1 - NTP 6 and therefore our assumption is that the Authority is going to cover the Contractor with its Builder's Risk policy. However, In Schedule 38 - Authority Purchase Agreements Index, Delivery and Acceptance, states that "The Contractor shall assume custody, care, control, and risk of loss as defined herein." In addition, sections 4.3 Transfer of Custody and Risk, 5. Contractor Responsibilities After Transfer, and 7.0 Insurance and Risk Management all indicate the necessity of a Builder's Risk policy. We ask the Authority whether it intends to provide a Builder's Risk policy covering the TSCC or is the TSCC's responsible to get their own Builder's Risk policy. If the Authority instructs the TSCC to purchase the Builders Risk, we ask that Form J be amended to include this cost as a separate line item.</p>	<p>The Authority does not provide builder's risk insurance for TSCC. Although builder's risk insurance is not contractually required, the TSCC Contractor may obtain certain level of builder's risk insurance coverage it deems proper based on its own risk assessment and include such cost on Form J1 under "Other Costs", i.e. bond and insurance.</p>
606	<p>[HSR25-89 TSCC_ITP Form_J1 Addendum_8 TSCC Contractor Fee Tab]</p> <p>There is a discrepancy between the ITP. 6.7b -1 and Form J1, tab TSCC Contractor Fee, column D3. We ask the Authority modify column D3 to state "Percentage (%) applied as profit*".</p>	<p>Cell D3 in Form J1 reads "Percentage (%)" applied as overhead and profit*. The Proposer shall input the percentages according to ITP 6.7 b.1 and definitions provided in the TSCC Agreement. The inputs include both overhead and profit %.</p>

<p>607</p>	<p>The term “Overhead” is defined in Section 6.7.b.1.f of the Instructions to Proposers as including “all indirect cost items, including applicable taxes, employee benefits, insurance payments....” The paragraph following the Overhead definition paragraph instructs Proposers not to include compensable project costs in overhead, as compensable project costs are Direct Costs. Among the list of compensable project costs is “Project management and supervision”. Question: are the indirect cost items as listed in the definition of Overhead which are associated with Project management and supervision to be included in Overhead or are those costs considered com</p>	<p>Proposers should not include project management and supervision that are direct costs for each package in Overhead (see definition of General Conditions and Requirements in Attachment D of the ITP). For example, project management that is specific to the requirements of Package 2 is a direct cost. Overhead shall include indirect costs, such as corporate management oversight.</p>
<p>608</p>	<p>The Agreement defines Subcontractor as “any Person with a Subcontract.” The Agreement defines Subcontract as “an agreement between TSCC Contractor and one or more third parties providing for that Third Party to perform any part of the Work....” The Agreement defines Third Party as “any Person that is ... (b) unrelated to TSCC Contractor....” The Agreement also includes a definition of Affiliate. Question: may an Affiliate as defined in the Agreement be considered a Third Party and therefore be eligible to hold a Subcontract with the TSCC Contractor and be considered a Subcontractor?</p>	<p>Yes, subcontracts with Affiliates are permitted. The Authority will make some minor cleanup changes in the execution version of the TSCC Agreement to clarify that this is permitted.</p>