

## **ATTACHMENT A - SCOPE OF WORK**

### **1. OVERVIEW**

- A. The Virginia Railway Express (VRE) seeks to establish Contracts with either one (1) or two (2) qualified and experienced Contractor(s) for the delivery of No. 2 Ultra-Low Sulfur Diesel Fuel for use in operating its fleet of locomotives.
- B. VRE will either select a single Contractor to deliver diesel fuel for the locomotives stored at both of VRE's Maintenance and Storage Facilities (MSF) or two (2) Contractors will be selected, with each Contractor delivering diesel fuel to the locomotives stored at one of the specified MSF. The Contractor(s) shall begin deliveries to VRE's MSF on July 1, 2024, and shall continue for a period of up to five (5) years.
- C. The diesel fuel shall be delivered and dispensed from the Contractor's trucks directly into VRE's locomotives at the following locations:
  - 1. Broad Run Maintenance and Storage Facility  
10637 Piper Lane  
Bristow, Virginia 20136
  - 2. Crossroads Maintenance and Storage Facility  
9400 Crossroads Parkway  
Fredericksburg, Virginia 22408
- D. During the last twelve (12) month period, VRE purchased approximately 750,000 gallons of diesel fuel for its locomotives at the Broad Run MSF and approximately 1.2 million gallons for its locomotives at the Crossroads MSF.
- E. It shall be noted that VRE plans to expand service to include Saturdays during the upcoming Fiscal Year, beginning July 1, 2024. Consequently, diesel fuel consumption is expected to increase.

### **2. PRODUCT SPECIFICATIONS**

- A. The grade of fuel to be delivered by the Contractor shall be No. 2 Diesel Fuel (American Society for Testing and Materials (ASTM) 2-D, Ultra Low Sulfur) and shall comply with the product specifications included herein.



- B. The fuel products provided by the Contractor shall meet all applicable Environmental Protection Agency (EPA) requirements and regulations, the product specifications contained herein, as well as all Local, State, and Federal regulations governing diesel fuel.
- C. The quality of the No. 2 Ultra Low Sulfur Diesel Fuel provided by the Contractor shall comply with the following:
  - 1. Current ASTM standard specification D975 for diesel fuels
  - 2. 40 CFR Part 80
  - 3. Clean Air Act Amendment (CAAA) of 1990
- D. The diesel fuel shall also meet the specifications for No. 2-D S15 under ASTM test D975, also found in Electro-Motive Diesel Maintenance Instruction (MI) 1750. Locomotive re-fuel filtration shall be recognized as an important consideration in meeting the fuel specifications. Locomotive re-fueling at remote-site locations by transient fuel vendors must also be considered along with the provision for wayside or pre-delivery filtration.
- E. The diesel fuel supplied under this Contract shall consist of petroleum-derived products. The Contractor and its sources of supply are prohibited from adulterating the fuel with waste crankcase lubricants or similar products. The diesel fuel must be clean and free of contamination.
- F. The Contractor shall be responsible for compliance with all applicable Local, State, and Federal requirements in place at the time deliveries are made. In the event that a Local, State or Federal environmental requirement is more stringent than specified herein, the Contractor shall comply with the more stringent requirement. Products that fail to meet the more stringent requirement will be considered nonconforming.
- G. The Contractor shall ensure that the No. 2 Ultra Low Sulfur Diesel Fuel provided to VRE meets the Standards and Marker Requirements for Refiners and Importers for Nonroad, Locomotive and Marine (NRLM) Diesel Fuel as shown in Table 1 below.



**Table 1**

<b>Property</b>	<b>Unit</b>	<b>Ultra-Low Sulfur Diesel</b>	<b>Reference Procedure</b>
Cetane Index	Minimum Index	40	ASTM D 613
Total Sulfur	Parts per Million	15	See 40 CFR 80.580
Maximum Aromatic Content	Volume %	35	ASTM D5186

H. VRE reserves the right to require the Contractor to test the diesel fuel being delivered to VRE. Upon testing, if the fuel fails to meet or exceed product specifications and/or is contaminated, the fuel may be rejected by VRE. At VRE’s discretion following a failed test, the Contractor may be required to obtain fuel from another supplier within one (1) week of the test or such other time as specified by VRE. If the Contractor does not abide by this requirement, VRE may obtain diesel fuel from another source and the Contractor shall be responsible for reimbursing VRE for the associated cost.

**3. DIESEL FUEL ANALYSIS**

- A. The Contractor shall have the diesel fuel analyzed by an independent, industry recognized laboratory/testing firm or by the Contractor’s supplier at the Contractor’s expense. The diesel fuel shall be analyzed for adherence to the specifications included herein. The test results shall specifically identify the sulfur content, cetane number (CN), distillation, flash point and viscosity.
- B. On a quarterly basis during the term of the Contract, the Contractor shall provide to the VRE Project Manager a Fuel Analysis Report prepared by an independent laboratory/testing firm as evidence that the diesel fuel supplied by the Contractor complies with the product specifications identified herein. The report shall be submitted no later than the 15<sup>th</sup> day of the month following the end of each quarter.
- C. VRE reserves the right to also sample and test the diesel fuel delivered by the Contractor to determine product quality.

**4. DELIVERY REQUIREMENTS**

- A. Diesel fuel shall be delivered directly from the Contractor’s trucks into the locomotive fuel tanks.



- B. VRE's Project Manager or their designated representative may inspect the Contractor's fuel delivery trucks any time the vehicles are on VRE property.
- C. VRE will issue an access badge to the Contractor to enable its truck drivers to enter the MSF. VRE shall provide the Contractor with an Access Badge Agreement Form to complete. The form shall be completed and returned to VRE by the Contractor within ten (10) calendar days of the Notice-To-Proceed (NTP) for the Contract.
- D. The locomotive fuel tanks are equipped with a Snyder II Fill Adapter. Therefore, the Contractor shall utilize a Snyder 1720-DS Fuel Nozzle. The Contractor shall provide any necessary hoses, fittings and adapters required to fuel the locomotives.
- E. Each tank shall be filled to its maximum capacity of two thousand (2,000) gallons by the Contractor. The delivery trucks must be attended at all times by the Contractor's employees during fueling.
- F. Deliveries of diesel fuel by the Contractor shall be made by metered trucks capable of producing a printed meter ticket which clearly indicates the following:
  - 1. Date, time and location of delivery
  - 2. Fuel type
  - 3. VRE locomotive number
  - 4. Gross number of gallons of fuel delivered per locomotive
  - 5. Rate per gallon
  - 6. Any required Federal, State and Local fees
  - 7. Truck and driver identification numbers
- G. The VRE Project Manager or designated representative shall be notified upon arrival and prior to departure of the Contractor's trucks from the MSF. The meter tickets shall be signed by the delivery truck driver and the VRE Project Manager or designated representative prior to the Contractor's departure from the MSF.



- H. VRE will provide the Contractor with the contact information for the VRE Project Manager or designated representative responsible for signing the meter tickets at each MSF.

**5. DELIVERY SCHEDULE**

- A. All locomotives shall be fueled to their maximum capacity, two thousand (2,000) gallons, Monday through Saturday or Sunday through Friday, between the hours of 8:00 p.m. and 12:00 a.m. Eastern Time by the Contractor.
- B. VRE reserves the right to amend the delivery schedule at its sole discretion in response to changes in its train schedules and service days.
- C. VRE does not operate on certain holidays and there shall be no fueling required by the Contractor on those days. VRE will provide the Contractor with a list of holidays at the beginning of each Contract Year.
- D. Trains may operate on weekends or for special events and special requests. In these instances, VRE will notify the Contractor at least one (1) week in advance regarding the necessity for fuel.
- E. VRE further reserves the right to change the delivery times due to emergencies or operational requirements. Changes in the delivery times shall be conveyed by VRE to the Contractor in writing.
- F. In the event diesel fuel is not delivered to either MSF in accordance with the established delivery schedule, the Contractor shall be responsible for reimbursing VRE, within thirty (30) calendar days, for all costs incurred to resolve the delivery failure and to obtain fuel sufficient to operation each locomotive at the MSF the following VRE service day.

**6. FUEL SPILLAGE**

- A. Extreme care must be taken by the Contractor to prevent fuel spills during delivery.
- B. The Contractor shall provide to VRE, prior to execution of the Contract, their spill prevention and response procedures.
- C. The Contractor shall immediately report any fuel spills of one



(1) gallon or more at the MSF to the VRE Project Manager or designed representative.

- D. The Contractor shall have on hand an adequate amount of absorbent material to be used in the event of a spill and shall continuously monitor the delivery operation to prevent spills from occurring.
- E. In the event of a spill, the Contractor shall be responsible for the immediate containment, mitigation of the effects of the spill, cleanup of the spilled product, and proper cleanup and disposal of any and all contaminated soil/ballast at its sole cost and expense. The Contractor shall continue with delivery only after cleaning the spill and reporting the spill to the VRE Project Manager or designated representative.
- F. Should the Contractor fail to take immediate corrective action, VRE may contact a third party to accomplish the required control actions and shall hold the Contractor responsible for all costs incurred by VRE, as well as for all fines or penalties resulting from citations issued by Local, State, and/or Federal regulatory agencies. VRE reserves the right to terminate the Contract for default without providing the Contractor with an opportunity to cure if the Contractor fails to abide by this provision.

**7. DAMAGE TO VRE PROPERTY**

- A. The Contractor shall exercise reasonable care during all delivery operations to prevent damage to paving, curbs, signs, exposed/unexposed piping, vegetation (such as trees, shrubs and grass), landscaping, or any physical structure within the VRE MSF boundaries, as well as the locomotives, coaches, track, and oil/water containment vessels owned by VRE.
- B. If the Contractor fails to use reasonable care and damages or contaminates VRE property, the Contractor shall replace the damaged items or repair the damage at no expense to VRE and to the satisfaction of VRE.
- C. Should the Contractor fail or refuse to make such repairs or replacements, VRE may have said repairs or replacements performed by another party, and the Contractor shall be liable for the cost thereof which may be deducted by VRE from the amounts which become due the Contractor under this Contract.

