

August 10, 2026

The Honorable Board of City Commissioners  
City of Fargo  
225 N 4<sup>th</sup> St.  
Fargo, ND 58102

RE: Authorization to Extend the 2025/2026 Snow Groomer Services Contract with Midwest Snow Services LLC. for the 2026/2027 Winter Season (RFP25198)

Commissioners:

In July of 2025, Public Works issued a Request for Proposal (RFP) for "Snow Groomer Services" in association with the city snow hauling operations. Upon the closing of the RFP a total of (2) proposals were received. Based on the stated criteria and staff review, Midwest Snow Services LLC. was awarded the Snow Groomer Services Contract for the 2025/2026 snow season. As part of the 2025 PFR, language was included that allows for two (2) one (1) year extensions. Public Works staff has visited with Midwest Snow Services LLC., and at this time, we are requesting authorization to extend the contract for one year with a 3% hourly price increase.

**RECOMMENDED MOTION:**

RFP25198: I/we suggest motion to extend the 2025/2026 Snow Groomer Equipment Services Contract with Midwest Snow Services LLC. for the 2026/2027 snow season under the terms and conditions of RFP25198 with a 3% hourly price increase.

Respectfully submitted,



Corey Houim  
Services Manager  
Fargo Public Works

**Bid Tabulation for Snow Groomer Equipment Services**

**City of Fargo RFP25198**

**Bids Received July 10th, 2025**

| <b>Proposer</b>           | <b>Quantity</b> | <b>2018<br/>Prinoth Leitwolf<br/>530HP 18' Blade</b>  | <b>Quantity</b> | <b>2013<br/>Prinoth Bison<br/>422 HP 15' Blade</b>    | <b>Quantity</b> | <b>2008<br/>Bombardier BR350<br/>350 HP 14' Blade</b> |
|---------------------------|-----------------|-------------------------------------------------------|-----------------|-------------------------------------------------------|-----------------|-------------------------------------------------------|
| Midwest Snow Services LLC | 1               | \$300.00                                              | 1               | \$280.00                                              | 1               | \$275.00                                              |
| <b>Proposer</b>           | <b>Quantity</b> | <b>2005<br/>Bombardier BR275<br/>275 HP 13' Blade</b> | <b>Quantity</b> | <b>2004<br/>Bombardier BR275<br/>275 HP 16' Blade</b> | <b>Quantity</b> |                                                       |
| Kilichowski Trucking Inc. | 1               | Doesn't Meet HP Spec.                                 | 1               | Doesn't Meet HP Spec.                                 | -               | -                                                     |

## **SERVICES AGREEMENT**

### **SNOW GROOMER EQUIPMENT SERVICES**

#### **I. Agreement**

This agreement is between the City of Fargo (City) and Midwest Snow Services LLC (Contractor) to provide snow groomer equipment services for the City. This agreement shall commence upon signing by both parties and expire on October 1, 2027. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for an additional one (1) year extension, provided the extension is signed by parties on or before September 30 of the contract year. A mutually agreeable contract increase may be initiated in August of the renewing year.

#### **II. Scope of Services**

Contractor agrees to provide two (2) Snow Groomers for purposes of moving snow to assist and supplement the City's snow removal operations. The Snow Groomer service will pile snow that has been hauled to the City snow retention location. Contractor must ensure that all equipment is properly insured, registered and inspected. Contractor is responsible for the condition of the equipment, and if unsatisfactory to the sole discretion of City, the equipment will be removed from service and billable time will cease. Contractor is responsible for ensuring all drivers/operators are properly licensed. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

#### **III. Responsibility of the City**

City shall oversee the execution of this agreement and disbursing of funds. City shall be entitled to verify the condition and registration of the equipment, as well as contractor license/driver operators' license status.

#### **IV. Contractor's Compensation and Method of Payment**

City will reimburse Contractor at a rate of;

- \$309.00 Snow Groomer 2018 Prinoth Leitwolf,
- \$288.00 Snow Groomer 2013 Prinoth Bison,
- \$283.00 Snow Groomer 2008 Bombardier BR350,

Commencing at the time of arrival of each piece of equipment at the location and start time designated by the City, until such time the equipment is released by the City, to the nearest ½ hour. Absolutely no payment will be made for time lost due to equipment breakdowns, maintenance or repairs, lunch or dinner periods, or any other reasons that take the equipment out of service. Equipment cost will include operator, fuel, maintenance, repairs, transportation to and from City of Fargo snow retention areas, and all other associated costs of operation.

Contractor shall receive no less than \$5,000 per snow groomer contracted for the contract period, provided Contractor is not in breach of the terms of this Agreement at the end of

the contract period. Failure to provide the equipment and operator when properly noticed shall be deemed a default. Termination prior to the end of the contract period shall be deemed a default, terminating the City's obligation to pay the minimum compensation amount.

Final invoices shall be submitted no later than November 1 of the contract year. Contractor will be paid either the amount due for services rendered or the Minimum Compensation Amount, whichever is greater.

**V. Termination of the Agreement**

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

**VI. Assignability**

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

**VII. Hold Harmless and Insurance**

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in the amount of \$1,000,000 per person, \$500,000 per accident, and property damage in the amount of \$300,000 per accident. Contractor shall provide City as Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

**VIII. Contractor Records**

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

**IX. Monitoring and Evaluation**

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

**X. Independence of Recipient**

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

**XI. Conflict of Interest**

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

**XII. Entire Agreement**

The provisions as set forth herein including Request for Proposal, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 8/10/26

CONTRACTOR

Midwest Snow Services

By: Dawn Tomerson

Its: Partner

Date: \_\_\_\_\_

CITY OF FARGO, North Dakota, a North  
Dakota Municipal Corporation

\_\_\_\_\_  
Josh Boschee, Mayor

ATTEST:

\_\_\_\_\_  
Angie Bear  
Deputy Auditor on behalf of City Auditor