

August 10, 2026

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

RE: Authorization to extend 2025/2026 snow hauling contracts (RFP25059) with the approved vendor for the 2026/2027 snow season.

Commissioners:

On February 7, 2025, a total of seven (7) proposals were received for the Request for Proposals for Snow Hauling Trucking Services (RFP25059). See attached bid tabulation. This contracted service is intended to provide trucking services to assist Public Works with snow and material hauling, and has been crucial to safe, efficient, and successful snow removal operations. As part of the 2025/2026 RFP, language was included that allows for two (2), one (1) year extensions under the original terms of the RFP.

The proposals were evaluated and Public Works staff recommended selection of four (4) contractors; Master Construction (two trucks), Lenzmeier Trucking Inc. (four trucks), Earthwork services Inc. (four trucks) and Diesel Dogs Contracting, LLC., (ten trucks). Public Works staff has visited with all four 2025/2026 approved contract holders, and at this time is requesting authorization to extend Diesel Dogs Contracting, LLC. contract for the 2026/2027 snow season under the terms of the initial 2025 RFP (RFP25059).

RECOMMENDED MOTION:

I/we hereby move based on the request for proposal (RFP25059), to extend the initial 2025/2026 award contracts for Snow Hauling Trucking Services with Diesel Dogs Contracting, LLC. for the 2026/2027 season under the terms and conditions of the initial 2025 RFP (RFP25059).

Respectfully submitted,



Corey Houim
Services Manager
Fargo Public Works

Bid Tabulation for Snow Hauling Trucking Services
City of Fargo RFP 25059
Bids Received February 7th, 2025

Proposer	Quantity	11-15 CY Truck Unit Price	Unit Price per CY (13)	Quantity	15-20 CY Truck Unit Price	Unit Price per CY (17.5)	Quantity	End Dump Unit Price	Quantity	Side Dump Unit Price	Past Performance
Dakota Seeding & Erosion Corp	4	\$118.00	\$9.08	-	-	-	-	-	1	\$140.00	No History
Master Construction	2	\$135.00	\$10.38	2	\$135.00	\$7.71	-	-	1	\$175.00	Pass
Earthwork Services Inc.	3	\$124.00	\$9.54	4	\$129.00	\$7.37	-	-	6	\$139.00	No History
Lenzmeier Trucking Inc.	-	-	-	5	\$110.00	\$6.29	-	-	-	-	Pass
RBF Snow & Ice	3	\$135.00	\$10.38	3	\$145.00	\$8.29	3	\$155.00	-	-	No History
Diesel Dogs Contracting, LLC	-	-	-	12	\$140.00	\$8.00	-	-	-	-	Pass
J.D. Kramer Enterprises, LLC	2	\$125.00	\$9.62	4	\$130.00	\$7.43	3	\$140.00	2	\$140.00	Fail

SERVICES AGREEMENT

SNOW HAULING TRUCKING SERVICES

I. Agreement

This agreement is between the City of Fargo (City) and Diesel Dogs Contracting, LLC. (Contractor) to provide snow hauling services for the City. This agreement shall commence upon signing by both parties and expire on September 30, 2027. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for one (1) additional one (1) year extensions, 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 ten (10) quad, triaxle or side dump/trailer trucks for purposes of hauling snow to assist and supplement the City's snow hauling operations with the downtown area of City. All Contractor trucks must be capable of carrying a minimum of 15CY of snow per load. Contractor may also assist the City's spring cleanup week and all trucks will display a solid waste transporter permit at contractor's expense. Contractor must ensure that all trucks are properly insured, registered and inspected. Contractor is responsible for the condition of the truck, and if unsatisfactory to the sole discretion of City, the truck will be removed from service and billable time will cease. Contractor is responsible for ensuring all drivers 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 truck, 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;

- \$140.00 15 to 20 cubic yard truck,

Commencing at the time of arrival of each truck at the location designated by the City, until such time the truck is released by the City, to the nearest ½ hour.

Contractor shall receive no less than \$2,500 per truck 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 truck and driver 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 in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 8-5-2026

CONTRACTOR

Diesel Boss Contracting, LLC

By: A. J. [Signature]

Its: President

Date: _____

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

Josh Boschee, Mayor

ATTEST:

Angie Bear
Deputy Auditor on behalf of City Auditor