

**REQUEST FOR PROPOSAL**

**FOR**

**LEAF VACUUMING SERVICES**

**CITY OF FRONTENAC**

Bids to be accepted at:

10555 Clayton Road  
Frontenac, MO 63131

Until 10:00 am on Friday, April 7, 2023

## **NOTICE AND INSTRUCTIONS TO BIDDERS**

The City of Frontenac, Missouri will receive sealed bids for furnishing leaf-vacuuming services until 10:00 am on Friday, April 7, 2023, at Frontenac City Hall, 10555 Clayton Road, Frontenac, Missouri, 63131, at which time bids will be opened at City Hall in the Council Chambers.

Proposal forms and bid specifications are available at the City Hall office at the above address and may be obtained upon request. All proposals must be made on the forms furnished by the city.

The City of Frontenac reserves the right to not open any bids and to waive, or not to waive, any irregularities in the bids and to determine which is the lowest responsible or best-qualified bidder.

Proposals shall be delivered prior to the time and at the place indicated above. Each proposal shall be placed in a sealed envelope endorsed Leaf Vacuuming Bid.

**ONLY SEALED PROPOSALS WILL BE ACCEPTED**

**EXHIBIT A  
SPECIFICATIONS & BID FORM**

**EXHIBIT B  
REQUEST FOR PROPOSAL**

**EXHIBIT C  
AGREEMENT**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENT, that we  
\_\_\_\_\_  
as "Principals" and Frontenac as "Surety" are held and firmly bound unto the CITY OF  
FRONTENAC, MISSOURI (the "City") in the sum of  
\_\_\_\_\_( \$ \_\_\_\_\_ ), lawful money of the United States,  
for the payment of which will and truly be made, we bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these  
present;

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principles  
have entered into a contract with the City for the provision of leaf vacuuming and  
collection services, a copy of which contract is by this reference made a part hereof;

NOW, THEREFORE, if the Principals shall faithfully and properly perform all of  
the undertakings, covenants, terms, conditions and provisions of said contract, and shall  
faithfully and properly perform all of the undertakings, covenants, terms, conditions and  
provisions of any and all authorized modifications of said contract that may be made,  
and if the Principals shall promptly pay for all labor, materials, tools, equipment or  
services, employed or used in connection with the work under said contract, whether by  
subcontractors or otherwise, then this obligation shall be void, otherwise to remain in full  
force and effect. The Principals and Surety jointly and severally agree that this Bond,  
and the undertakings herein, are for the benefit of the City and any person, firm or  
corporation furnishing materials or performing labor or services and the same may be  
sued on by the City or by any such person, firm or corporation furnishing material or  
performing labor of services.

Surety, for value received, hereby stipulates and agrees that no charge,  
extension of time, alteration or addition to the terms of the contract or to the work to be  
performed thereunder, or the specifications accompanying same, shall in anyway affect  
its obligation on this Bond, and it does hereby waive notice of any such change,  
extension of time, alteration or addition to the terms of said contract or to the work or to  
the specifications.

IN TESTIMONY WHEREOF, the parties hereto have executed this instrument on  
the \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_(Title)

## **GENERAL CONDITIONS**

### **SECTION 1 Definitions:**

- A. The term "Contract Documents" shall include this Request for Proposal for Leaf Vacuuming, the Agreement, and the Contractor's Proposal.
- B. The term "Work" shall mean leaf vacuuming as described on Page \_\_\_\_\_, attached hereto and incorporated herein by reference.
- C. The term "City's Representative" shall mean the City of Frontenac's City Administrator.
- D. The term "Contract Sum" shall mean that amount submitted by Contractor in the Contractor's Proposal and accepted by the City.

### **SECTION 2 Execution Correlation and Intent of Documents:**

The Contract Documents are complementary, and what is called for by any one shall be binding as if called for by all. The intention of the documents is to include all labor and materials, equipment, services and transportation necessary for the proper execution of the Work. It is not intended, however, that materials or Work not covered by or properly inferable from any heading, branch, class, or trade in the specifications shall be supplied unless distinctly so noted. Materials or Work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.

### **SECTION 3 Notice and Service Thereof:**

All notices and approvals required or permitted by the Contract documents shall be served by either certified mail, return receipt requested, or by hand delivery, or by a recognized overnight delivery service such as Federal Express or via courier, to a party at the last known address of its principal place of business. Whenever a notice or approval must also be mailed as follows:

TO: City of Frontenac  
10555 Clayton Road  
Frontenac, MO 63131  
Attention: Jaysen Christensen

TO: \_\_\_\_\_  
(Selected Contractor)                      (Contractors Information)

Attention: \_\_\_\_\_

TO: \_\_\_\_\_  
(Contractor's Surety, if any)

#### **SECTION 4 Contractor's Understanding:**

The Contractor agrees that it has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality, and quantity of the material to be encountered, the character of the equipment and facilities needed preliminary to and during the execution of the Work, the general and local condition, and all other matters which can in any way effect the Work under the Contract Documents.

The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the City and shall at once report to the City any errors, inconsistencies, omissions or conflicts discovered. The Contractor shall be liable to the City for all damage resulting from errors, inconsistencies, omissions or conflicts in the Contract Documents which were reasonably ascertainable in the exercise of ordinary care and which were not reported to the City including but not limited to the costs of correcting any activity involving or affected by any such error, inconsistency, omission or conflict in the Contract Documents. The Contractor shall secure written instructions from the City prior to proceeding with any Work affected by or involving such error, inconsistency, omission or conflict.

No official, officer, or agent of the City is authorized to make any representations as to the materials and workmanship involved, or the conditions to be encountered, and the Contractor agrees that no such statement or the evidence of any document, not a part of the Contract Documents, shall constitute any grounds for claim as to conditions encountered. No verbal agreement or conversation with any officer, agent or employee of the City either before or after the execution of the agreement shall affect or modify any of the terms or obligations herein contained.

It is understood and agreed that Contractor has informed himself fully as to the conditions relating to construction and labor under which the Work will be performed and agrees as far as possible to employ such methods and means in the carrying of this Work as will not cause any interruptions or interference with any other contractor and will minimize any disturbance to the on-going operations of the City.

#### **SECTION 5 Materials, Services, and Facilities:**

A. It is understood that except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, insurance, bonds, fuel, power, transportation, superintendent, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

B. Any necessary Work performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the City, unless otherwise so provided in the Contract Documents.

#### **SECTION 6 “Or Equal” Clause:**

Whenever in any of the Contract Documents any article, appliance, device, or material is designated by the name of the manufacturer or vendor or by any proprietary name, and such name is not followed by the words “or equal”, it shall be deemed that such words “or equal” do follow designation, unless the context clearly requires a contrary construction. Any article or material equaling the standards fixed may be used in place of that specifically mentioned by the specifications, providing that the material proposed is first submitted to and approved by the City or its authorized representative.

#### **SECTION 7 Royalties and Patents:**

The Contractor shall hold and save the City and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Work, including its use by the City, unless other specifically stipulated in the Contract Documents.

#### **SECTION 8 Surveys, Permits, and Regulations:**

The City shall furnish all surveys unless otherwise provided. Permits and licenses of a temporary nature necessary for the performance under the Contract Documents shall be secured and paid for by Contractor.

#### **SECTION 9 Compliance with Laws**

The contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work as drawn and specified. The Contractor is required to observe all laws and ordinances relating to the obstruction of streets, maintaining signals, keeping open passageways and protecting them where exposed to danger, and all general ordinances affecting the Contractor or its employees or its Work hereunder in its relations to the City or any person, and also generally to obey all laws and ordinances controlling or limiting the Contractor while engaged in the performance of the Work under this Contract. If the Contractor observes that the specifications are inconsistent with laws and regulations, it shall promptly notify the City of Frontenac in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the Work. If the Contractor performs any Work which it knows or in the exercise of ordinary care should have known is contrary to such laws, ordinances, rules, or regulations, and without such notice to the City, it shall bear all costs arising.

## **SECTION 10     Protection of Work and Property:**

The Contractor must protect and support all water and gas pipes or other conduits, and all buildings, walls, fences, mail boxes, or other properties which are liable to be damaged during the execution of its Work. It shall take all reasonable and proper precautions to protect persons, animals and vehicles or the public from injury. The Contractor must, as far as practicable and consistent with good construction, permit access to private and public property and leave fire hydrants and sewer inlets free from encumbrances.

## **SECTION 11     Inspection and Examination of the Work:**

The City Representative and its authorized assistants shall have free access to the Work at all times for inspection purposes.

Duly authorized inspectors who shall perform their duties under direction of the City Representative will be assigned to the project or any part thereof. The presence of an Inspection shall not relieve the Contractor of its obligations under the Contract Documents. The Inspector's review shall not constitute approval of safety precautions of any means, methods, techniques, sequences or procedures for performing the Work. In case any dispute arises between the Contractor and the Inspector as to the manner of performing the Work, the Inspector shall have authority to suspend the Work until the question at issue can be referred to and decided by the City of Frontenac. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any requirements of these specifications, nor to approve or accept any portion of the Work or to issue instructions contrary to specifications.

When any work performed is of inferior quality, such Work shall be considered as defective and shall be made satisfactory, as directed by the City Representative, at the expense of the Contractor.

If the Contractor fails to correct defective work the City may correct such defective Work and charge the cost thereof to the Contractor or may terminate the right of the Contractor to proceed under Section 17, Suspension of Work, of the General Conditions.

## **SECTION 12     Changes in the Work**

The City, without invalidating the Contract Documents, may order extra Work or make changes by altering, adding to, or deducting from the Work, the Contract sum being adjusted accordingly. All such Work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.



In giving instructions, the City of Frontenac shall have authority to make minor changes in the Work, and not inconsistent with the purposes of the Work, but otherwise, except in an emergency endangering life or property, no extra Work or changes shall be made unless in pursuance of a written order by the City, and no claim for an addition to the Contract sum shall be valid unless so ordered.

The value of any such Work or change shall be determined in one (1) or more of the following ways:

- (a) By estimate and acceptance in a lump sum.
- (b) By unit prices named in the Contract Documents or subsequently agreed upon.
- (c) By cost and percentage or by cost and a fixed fee.

If none of the above methods are agreed upon, the Contractor (provided it receives an order as above), shall proceed with the Work. In such case and also under case (c.) it shall keep and present in such form as the City of Frontenac may direct, a correct account of the net cost of labor and materials, together with vouchers. In any case, the City of Frontenac shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, payments on account of charges shall be made on the City of Frontenac's estimate.

#### **SECTION 13    Extras:**

Except as otherwise herein provided, no charge for any extra Work or material will be allowed unless the same has been ordered in writing by the City and the price stated in such order.

#### **SECTION 14    Claims for Extra Cost:**

No claims for additional payments above the Contract Sum, plus such amounts as are authorized for extra Work ordered in accordance with the aforesaid paragraphs designated "Extras" or "Changes in Work", will be considered or allowed.

#### **SECTION 15    Deductions for Uncorrected Work:**

If the City deems it in-expedient to correct damaged Work, injured or done not in accordance with the Contract Documents, an equitable deduction from the Contract sum shall be made therefore.

## **SECTION 16     Delays and Extension of Time:**

If the Contractor is delayed at any time in the progress of the Work, by any act or neglect of the City or of its employees, or by any other Contractor employed by the City, or by changes ordered in the Work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any causes beyond the Contractor's control, or by any causes which the City of Frontenac shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City may decide.

No such extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the City of Frontenac. In the case of a continuing cause of delay, only one (1) claim is necessary.

This Section does not exclude the recovery for damages for delay by either party under other provisions in the Contract Documents.

## **SECTION 17     Suspension of Works:**

The City may at any time suspend Work, or any part thereof, by giving five (5) days' notice to the Contractor in writing. The Work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the City to the Contractor to do so. The City shall reimburse the Contractor for expense incurred by the Contractor in connection with the Work under the Contract Documents as a result of such suspension, unless such suspension is ordered to secure compliance with the terms of the Contract Documents.

## **SECTION 18     City's Right to do Work:**

In case the Contractor fails to execute any portion of the Work embraced in the Contract Documents at a rate of progress satisfactory to the City, or in a manner not in compliance with the specifications or plans, thereupon the City, shall, in writing, notify the Contractor to remove all cause of complaint, within a time specified in such notice. If the Contractor fails to do so, the City may, without prejudice to any other rights or remedies of the City, proceed to complete such portion of the Work in such manner as it may determine. All cost of such Work shall be deducted from any money due or which may become due the Contractor under the Contract Documents. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the City of Frontenac's services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City.

## **SECTION 19     Right of the City to Terminate Contract:**

If the Contractor should be adjudged bankrupt, or, if any petition in bankruptcy proceedings under the provision of the Bankruptcy Act of the United States

Code, as amended, are filed by or against the Contractor, or, if it should make a general assignment for the benefit of its creditors, or, if a received should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, (except in cases for which extension of time is provided) to supply enough properly skilled workers or proper materials, or if it should fail to make prompt payment to subcontractors or for materials or labor, or persistently disregard laws, ordinances, or the instruction of the City staff, or should cease operations under the Contract Documents at any time for the space of ten (10) days, or otherwise be guilty of a substantial violation of any provision of the Contract Documents, then the City may, without prejudice to any other right or remedy and after giving the Contractor and its surety seven (7) days written notice, terminate the employment of the Contractor and finish the Work by whatever method it may deem expedient. In such cases, the Contractor shall not be entitled to receive any further payment. If such expense shall exceed such unpaid balance, the Contractor and Surety shall pay the difference to the City. The expense incurred through the Contractor's default shall be certified by the City of Frontenac.

## **SECTION 20     Contractor's Right to Terminate Contract:**

If the Work should be stopped under an order of any court, or other public authority, for a period of three (3) weeks, through no act or fault of the Contractor or of anyone employed by the Contractor, then it may, upon ten (10) days' written notice to the City, terminate the Contract and recover from the City payment for all Work executed.

## **SECTION 21     Removal of Equipment:**

In the case of annulment of the Contract Documents before completion from any cause whatever, the Contractor, if notified to do so by the City shall promptly remove any part or all of its equipment and supplies from the property of the City, failing which the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

## **SECTION 22     Payments:**

Upon completion of the Work for each pick up period and acceptance by the City, final payment will be made upon paper invoice. The Contractor shall submit a form similar to the one entitled "Application for Payment," included at the end of this section, along with any supporting documents (batch tickets, etc.) to the City of Frontenac. Any application for payment which is not in this form shall be rejected and returned to the Contractor. The City of Frontenac will review the application for payment.

**SECTION 23     City's Right to Withhold Certain Amounts and Make Application Thereof:**

The City may withhold, in addition to retained percentages, from payment to the Contractor, such an amount or amounts as may be necessary to cover:

- (a) Payments that may be earned or due for just claims for labor or materials furnished in and about the Work.
- (b) For defective Work not remedied.
- (c) For failure of the Contractor to make proper payments to its subcontractor.
- (d) Reasonable doubt that the Contract can be completed for the balance then unpaid.
- (e) Evidence of damage to another contractor or property such as mailboxes, vehicles, etc.

The City shall have the right to disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this Section to the party or parties who are entitled to payment therefrom. The City will render to the Contractor a proper accounting of all such funds disbursed on behalf of the Contractor.

**SECTION 24     Final Completion and Final Payment:**

After inspection, the Contractor may submit a Final Application for Payment. The form of the application shall be similar to the one entitled "Final Application for Payment", included at the end of this Section.

The City of Frontenac shall review the Final Application for Payment.

The making of final payment by the City shall constitute a waiver of all claims by the City except those arising from:

- (a) unsettled liens;
- (b) faulty or defective Work appearing prior to the issuance of the final Certificate for Payment by the City of Frontenac.
- (c) failure of the Work to comply with the requirements of the Contract Documents; or
- (d) terms of any special warranties required by the Contract Documents.

The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the Final Application for Payment.

## **SECTION 25     Contractor's and Subcontractor's Insurance:**

The Contractor shall not commence Work under the Contract Documents until it has obtained the insurance required pursuant to this Section and such insurance has been approved by the City, nor shall the Contractor permit any subcontractor to commence Work on its subcontract until the insurance required of the subcontractor has been so obtained and approved.

### **(a)     Worker's Compensation Insurance:**

The Contractor shall procure and shall maintain during the life of the Agreement workers' compensation insurance for all of its employees to be engaged in Work, on the project under the Contract Documents and, in case any such Work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all of the subcontractor's employees to be engaged in such Work unless such employees are covered by the protection afforded by the Contractor's workers' compensation insurance. In case any class of employees engaged in hazardous work under the Contract Documents is not protected under the workers' compensation statute, the Contractor shall provide and shall cause each subcontractor to provide adequate Employer's Liability Insurance for the protection of such of its employees not otherwise protected.

### **(b)     Public Liability and Property Damage Insurance:**

The Contractor shall take out and maintain during the life of the Contract Agreement such general liability and property damage insurance as shall protect him, the City of Frontenac, and any subcontractor performing Work covered by the Contract Documents from claims for damages for personal injury, including accidental death as well as from claims for property damages which may arise from operations under the Contract Documents, whether such operations be by itself or by any subcontractor or by any one directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

General Liability Insurance is an amount not less than \$1,000,000 for injuries, including accidental death, to any person, and, subject to the same limit for each person, in an amount not less than \$1,000,000 for each accident.

### **(c)     Comprehensive Automobile Liability:**

Bodily Injury and Property Damage \$1,000,000 combined.

The Certificate of Insurance shall name the City of Frontenac as additional insured on a primary and non-contributory basis.

The Certificate shall be received and approved by the City prior to commencement of Work.

(d) Satisfactory Coverage:

Said insurance shall be written by a company or companies licensed to do business in the State of Missouri and satisfactory to the City. The Contractor shall not cause any policies to be canceled or permit them to lapse and all insurance policies shall include a clause to the effect that the policy shall not be canceled or changed until thirty (30) days after the Owner has received written notice as evidenced by the return receipt of a registered letter.

**SECTION 26     Indemnity:**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City, its agents, officers and employees from and against all claims, demands, payments, suits, actions, recoveries and judgments, including but not limited to attorney's fees, arising out of or resulting from performance of or failure to perform Work under the Contract Documents.

**SECTION 27     Bond:**

The Contractor shall furnish a performance bond covering 100% of the annual cost of the work for faithful performance of the Agreement and payment of obligations arising there under to complete any work or pay any damages specifically required in the Contract Documents on the date of execution of the Agreement.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

**SECTION 28     Damages:**

Should the Contractor be of the opinion at any time that it has sustained damages under the agreement, for which it should be compensated, or has been required to perform extra Work not ordered in writing as herein provided, it shall, within seven (7) days after sustaining such damage or doing such extra Work, make a written statement, to the City of Frontenac, of the nature of the damage claimed or of the extra Work performed and not ordered. The City of Frontenac shall thereupon render a decision in the matter, which decision is final.

## **SECTION 29     Liens:**

Neither the final payment nor any part of any retained percentage shall become due until the Contractor shall deliver to the City a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof. In either case an affidavit shall be furnished to the City stating that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien could be made. However, the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City of Frontenac, to indemnify the City against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all money payments that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fee.

## **SECTION 30     Assignments:**

The Contractor shall not assign in whole or any part of the Agreement or any moneys due or to become due hereunder without written consent of the City. In case the Contractor assigns all or any part of any moneys due or to become due under the Agreement, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work called for in the Contract Documents.

## **SECTION 31     Other Contracts:**

The City reserves the right to award separate contracts in connection with this Work.

The Contractor shall participate with other separate contractors and the City in reviewing their schedules when directed to do so. The Contractor shall make any revisions to the schedule deemed necessary after a joint review and mutual agreement.

## **SECTION 32     Approval of Subcontracts:**

The Contractor shall, as soon as practicable after the signing of the Agreement, notify the City of Frontenac in writing the names of subcontractors proposed for the Work and shall not employ any that the City may within a reasonable time object to as incompetent and unfit.

The Contractor agrees that it is as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as well as its own employees.

Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the City.

**SECTION 33      Administrator's Decision:**

The City of Frontenac shall decide questions which may arise relative to the performance of the Contract Documents. All decisions of the City of Frontenac shall, when so requested, be rendered in writing and they shall be final and conclusive in all matters except the financial considerations involved. Such decisions shall be final also as to the financial considerations unless within ten (10) days after such decision the Contractor applies in writing to the City for a review of such decision.

**SECTION 34      Prevailing Wage Requirements:**

The Contractor shall comply with all the provisions of Sections 290.210 to 290.340 inclusive, RSMo., as amended 1996, as well as all other laws of the State of Missouri regarding public contracts and shall pay not less than the prevailing hourly rate of wages as enumerated in the Wage Determinations for all workers performing Work under this Contract. These requirements shall be included in all subcontracts. Contractor shall forfeit as a penalty to the City the sum of \$120.00 Dollars for each workman employed, for such calendar day, or portion thereof, such workman is paid less than such stipulated rates for any Work done hereunder, by the Contractor or by any Subcontractor.

**SECTION 35**

Contractor shall verify in writing participation in a Federal Work Authorization Program in connection with employees who will work in connection to the contracted services for the duration of the contract in accordance with RSMo Chapter 285.530(2).

**SECTION 36**

Contractor shall verify in writing and show evidence of participation in federal E-verify employment verification program.

**SECTION 37      Cleaning Up:**

The Contractor shall, as directed by the City of Frontenac, remove from all public and private property, at its own expense, all temporary structures, rubbish, and waste materials resulting from its operation.