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# CITY OF CHICAGO

# RULES

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**RULES OF THE CITY OF CHICAGO**  
**FOR SAFETY ENHANCING VEHICLE EQUIPMENT**  
**CONTRACTING**

**UNDER 2-92-597**

**LAST UPDATED: FEBRUARY 27, 2018**



BY AUTHORITY VESTED IN THE COMMISSIONER OF THE DEPARTMENT OF PROCUREMENT SERVICES PURSUANT TO **SECTION 2-92-597** OF THE MUNICIPAL CODE OF CHICAGO, THE FOLLOWING RULES REGARDING **SAFETY ENHANCING VEHICLE EQUIPMENT CONTRACTING** ARE HEREBY ADOPTED.

By Order of the Commissioner:

Signed: Shannon E. Andrews  
Shannon E. Andrews  
Chief Procurement Officer

Date: 28 June 2019

Published: JUL 1 9 2019

Effective: May 20, 2019



## **I. GENERAL PROVISIONS**

### **Statement of Authority**

These rules are issued pursuant to section 2-92-597 of the Municipal Code of Chicago (the "Ordinance"), which establishes progressive requirements regarding the installation of safety enhancing vehicle equipment on large vehicles used by contractors and subcontractors in the performance of contracts for the City of Chicago (the "City").

Subsection (i) of the Ordinance authorizes the Chief Procurement Officer (the "CPO"), in consultation with the Commissioner of Fleet and Facility Management and the Commissioner of Transportation, to "adopt rules for the proper administration and enforcement of this section."

### **Purpose**

The purpose of the Ordinance is to reduce and/or eliminate death and serious injury from traffic crashes caused by large vehicles used by City contractors while performing work for the City. This is part of the City's broader Vision Zero initiative to prioritize human life and the safety of our streets by reducing traffic crashes that cause death and serious injury through an equitable distribution of resources and inclusive community engagement.

## **II. DEFINITIONS**

Unless otherwise specified, whenever used in these rules, the following terms have the following meanings:

1. "Commissioner" means the City's commissioner of Fleet and Facility Management.
2. "Construction contract" means a contract for a construction project, including, but not limited to, a project for the construction, demolition, restoration, repair, renovation, environmental remediation or environmental abatement of any building, structure, tunnel, excavation, roadway, bridge, transit station or parcel of land.
3. "Contract" means any contract awarded by the City after the effective date of the Ordinance and whose cost is to be paid from funds belonging to or administered by the City for:
  - a. a construction contract that has an estimated contract value of \$2,000,000 or more;
  - b. a fixed-price, fixed term, and indefinite quantity construction contract, such as contracts commonly referred to as "job order contracts", when the estimated value of an individual order under the contract is \$2,000,000 or more; and
  - c. a non-construction contract that has an estimated contract value of \$2,000,000 or more and whose performance requires the use of a large vehicle, as determined by the head of the department and the chief procurement officer.
4. "Contractor" means any person that enters into a contract with the City.
5. "Conventional cab" means a large vehicle configuration in which the driver is behind the front axle and the engine is in front of the axle under a discrete hood.
6. "Convex mirrors" means wide-angle mirrors that enable the operator of a large vehicle to see along the left and right sides of the vehicle by allowing a view of all points on an imaginary horizontal line which is: (i) three feet above the road; and (ii) one foot outside the plane defined by the outer face of the wheels.
7. "Crossover mirror" means a fender-mounted or hood-mounted mirror that enables the operator of a large vehicle with a conventional cab to see: (i) any person or object at least three feet tall passing one foot in front of the vehicle; and (ii) the area from the front bumper to where direct vision is possible.



8. "Department" means any City department or City agency that manages or supervises a contract awarded to a contractor.
9. "DPS" means the City's Department of Procurement Services.
10. "Large vehicle" means any motor vehicle with a gross vehicle weight rating exceeding 10,000 pounds, except an ambulance, fire apparatus, low-speed vehicle with maximum speed under 15 mph, or agricultural tractor.
11. "Lateral protective device" or "vehicle side guard" means an apparatus installed between the front and rear wheels of a large vehicle that is designed to prevent road users from falling underneath the vehicle.
12. "Subcontractor" means any person that enters into any tier subcontract to perform work on a City contract.
13. "Volpe side guard standard" means the United States Department of Transportation's Volpe side guard standard published and referred to as US DOT Standard DOT-VNTSC-OSTR-16-05, as amended; or a functionally equivalent national vehicle side guard standard, as determined by the commissioner.

### III. PROCEDURES

#### (a) Required Safety Enhancing Equipment.

Unless prohibited by federal, state or local law, all Contracts advertised or otherwise communicated after the effective date of the Ordinance will require contractors to install the following safety enhancing equipment on large vehicles used in the performance of the contract:

- (1) Lateral protective devices.
- (2) Left and right side convex mirrors; and
- (3) At least one crossover mirror on the passenger side.

The requirement for lateral protective devices will be considered satisfied if:

- (i) the vehicle is equipped with vehicle side guards in accordance with the requirements of the Volpe side guard standard; or
- (ii) the vehicle is so designed or equipped at the side that, by virtue of its shape and characteristics, its component parts can be regarded as replacing or functioning as vehicle side guards in accordance with the Volpe side guard standard; or
- (iii) the vehicle cannot be retrofitted with lateral protective devices as attested by the contractor or the subcontractor in a statement accompanied by certification from two manufacturers of such devices.

#### (b) Phase-in period.

Except when a contractor or a subcontractor is granted a waiver pursuant to subsection (d) below, the requirements of subsection (a) shall apply to:

- (i) one-fourth (1/4) of a contractor's or a subcontractor's large vehicles used in the performance of a contract on or after July 1, 2018 but before July 1, 2019;
- (ii) (ii) one-half (1/2) of a contractor's or a subcontractor's large vehicles used in the performance of a contract on or after July 1, 2019 but before July 1, 2020;
- (iii) (iii) three-fourths (3/4) of a contractor's or a subcontractor's large vehicles used in the performance of a contract on or after July 1, 2020 but before July 1, 2021; and
- (iv) (iv) all of a contractor's or a subcontractor's large vehicles used in the performance of a contract on or after July 1, 2021.

#### (c) Compliance Plan and Reports.

Any Contract entered after the effective date of the Ordinance will require the contractor to submit the following to the Commissioner:



(1) A written compliance plan within 14 days following the notice to proceed or the placing of the first order under the contract, as applicable.

(2) A report that includes the following every twelve-months following the notice to proceed or the placing of the first order under the contract, as applicable, or when requested by the Commissioner:

- (i) the number of large vehicles used in the performance of the contract by the contractor and any subcontractor;
- (ii) the number of large vehicles used in the performance of the contract by the contractor and any subcontractor that are retrofitted with safety enhancing equipment as required by the Ordinance;
- (iii) one or more photographs of each large vehicle used in the performance of the contract by the contractor and any subcontractor that is retrofitted with safety enhancing equipment as required by the Ordinance. The photographs must show the large vehicle's license plate number with the safety enhancing equipment fitted on the vehicle; and
- (iv) a certification that the contractor and any subcontractor in the contract have met the requirements of the Ordinance.

(d) Waiver.

(1) Contractors or subcontractors may apply to the CPO for an annual waiver from the requirements of the Ordinance using the application attached to these rules as Exhibit 1, if compliance will cause the applicant to suffer an undue financial hardship.

(2) Applications for the annual waiver must be accompanied by a non-refundable application fee of \$100.00.

(3) The application must include all of the following information and statements, which must be verified by affidavit:

(i) a list of all large vehicles that the applicant owns, leases or otherwise controls to do the applicant's business; and

(ii) a statement, accompanied by supporting financial statements, that retrofitting the applicant's large vehicles in order to comply with the Ordinance would cause the applicant to suffer an undue financial hardship.

(3) The Commissioner will evaluate the waiver request and will make a recommendation to the CPO regarding whether to approve or deny an application.

(4) An annual waiver granted pursuant to this subsection shall expire one year from the date it has been granted.

(5) The CPO may renew the waiver for additional one-year periods if the grantee submits a written statement verified by affidavit that the grantee continues to be eligible for the waiver. Applications to renew a waiver must be submitted using the form attached to these rules as Exhibit 2.

(6) The CPO or her designee shall have the sole authority to grant a waiver of the requirements set forth in these rules.

(e) Time extension.

A contractor or subcontractor of a contract entered on or before December 31, 2018 may submit a written request for an extension for compliance to the CPO. The request must be accompanied by a compliance plan. The CPO, after consultation with the department and the Commissioner, may grant a time extension of no more than six months for compliance with the requirements of the Ordinance with regard to the contract.



#### **IV. PENALTIES**

In addition to other remedies provided by law or specified in the contract, any person who knowingly makes a false statement of material fact to any city agency with respect to compliance with the Ordinance or these rules shall be fined not less than \$1,000.00 nor more than \$5,000.00 for each such false statement.

For purposes of this section, a person knowingly makes a false statement of material fact when such person makes a false statement of material fact as provided in subsection (d) of Section 1-21-010 of the Municipal Code of Chicago.

#### **V. DEPARTMENTAL ROLES**

Departments must draft specifications to include the Ordinance requirements. The specifications must state that the contractor must send the compliance plan and reports called for in Section III (c) be submitted to the Commissioner. The head of the department is authorized to inspect or to have inspected any large vehicle used in the performance of a contract in order to ensure compliance with the Ordinance.

The Commissioner must review written compliance plans and reports to confirm the contractor meets the requirements of the Ordinance. The Commissioner must review all requests for waivers and extensions, perform all technical evaluations of such requests, and provide his or her recommendation to the CPO. DPS will review the department specifications to ensure they meet the requirements of the Ordinance.

The CPO is authorized to request the inspection of any large vehicle used in the performance of the contract in order to ensure compliance with all contract provisions required by the Ordinance. The CPO has the sole authority to grant waivers and/or extensions of waivers of the requirements of the Ordinance.



## VEHICLE SAFETY EQUIPMENT RULES

### Attachment 1 Vendor Q & A

This Attachment 1 to the Vehicle Safety Equipment Rules (the "Rules") will be updated on an on-going basis as the City of Chicago receives questions from the vendor community. Unless otherwise noted, the answers set forth below in no way alter the Rules.

Q1. We have prime trucks that have equipment on the sides that we need to get to on a per job base, how would we do this with side deflectors on the truck?

A1. Some of the products available can be swung up or down for service and access after releasing one or a pair of latches. For this particular case it would help to see a photo of one of the trucks in question. In some cases existing equipment (like toolboxes) can help meet the requirement.

Q2. We have cab over trucks we would not need the convex mirrors on the front then correct?

A2. Cab over trucks should not need crossover mirrors. They would still need the mirrors for rear side views if not already equipped.



**EXHIBIT 1**  
**WAIVER APPLICATION**





**SAFETY ENHANCING VEHICLE EQUIPMENT  
WAIVER CERTIFICATE APPLICATION**

*This application must be accompanied by a certified check or money order payable to the City of Chicago in the amount of \$100.00 and submitted to the Chief Procurement Officer, City Hall, Room 806, 121 N. LaSalle Street, Chicago, IL 60602.*

I HEREBY DECLARE AND AFFIRM that I am the \_\_\_\_\_ and a duly authorized representative of \_\_\_\_\_, and that I have personally reviewed the material and facts set forth herein.  
(Title of Affiant)  
(Name of construction firm (hereinafter "Applicant"))

All Large Vehicles, as defined in Section 2-92-597 of the Municipal Code of Chicago, owned, leased, or otherwise controlled by Applicant as of the date of this application are listed below (attach additional pages as necessary):

Description (e.g., Make, Model)	Gross Weight	Type of Vehicle	Maximum Speed	Manufacturer	Model Year	Vehicle Identification No. (VIN)

Retrofitting the listed vehicles with safety enhancing equipment in order to comply with contract requirements that shall be specified in accordance with the provisions of § 2-92-597 of the Municipal Code of Chicago will cause Applicant to suffer an undue financial hardship. (Applicant must attach supporting financial statements with this application.)

Indicate the City Department with which you are doing business/anticipate doing business (e.g., Water, CDOT, Aviation, 2FM): \_\_\_\_\_

Indicate any City contracts with an effective date of January 1, 2014 or later on which you are participating:  
 Contract (PO) No. \_\_\_\_\_ Specification No. \_\_\_\_\_

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE APPLICANT TO MAKE THIS AFFIDAVIT.

\_\_\_\_\_  
(Name of Applicant - Print or Type)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name/Title of Affiant - Print or Type)



(Date)

State of: \_\_\_\_\_

County of: \_\_\_\_\_

On this \_\_\_\_ day of , 20 \_\_\_\_, the above signed officer

\_\_\_\_\_

(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

\_\_\_\_\_

(Notary Public Signature)

Commission Expires: \_\_\_\_\_

SEAL:



**EXHIBIT 2**

**WAIVER RENEWAL APPLICATION**



**AFFIDAVIT  
SAFETY ENHANCING EQUIPMENT  
ANNUAL WAIVER CERTIFICATE RENEWAL**

I HEREBY DECLARE AND AFFIRM that I am the \_\_\_\_\_ and a duly  
(Title of Affiant)  
authorized representative of \_\_\_\_\_, and that I have  
(Name of construction firm (hereinafter "Applicant"))  
personally reviewed the material and facts set forth herein.

1. Applicant was granted a Safety Enhancing Equipment Annual Waiver Certificate ("Waiver") on \_\_\_\_\_  
(Date)
2. The information and statements that Applicant submitted to the Chief Procurement Officer to qualify for the Waiver are not changed.
3. Applicant requests that its Waiver be renewed for a period of one year pursuant to § 2-92-597 of the Municipal Code of Chicago.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE APPLICANT TO MAKE THIS AFFIDAVIT.

\_\_\_\_\_  
(Name of Applicant – Print or Type)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name/Title of Affiant – Print or Type)

\_\_\_\_\_  
(Date)

State of: \_\_\_\_\_

County of: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above signed officer \_\_\_\_\_  
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit,  
acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

\_\_\_\_\_  
(Notary Public Signature)

SEAL:

Commission Expires: \_\_\_\_\_

