



# City of Philadelphia Bicycle Parking Corral Guidelines & Application



*Bicycle corral at 20<sup>th</sup> and Sansom*

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2014

MAYOR'S OFFICE OF TRANSPORTATION  
AND UTILITIES

DEPUTY MAYOR RINA CUTLER



## Introduction

Cycling is growing in popularity in Philadelphia. As a result, employers, businesses, and residences alike are interested in increasing bike parking.

Any organization with the capacity to clean and maintain a bicycle corral can apply for a permit to convert one standard on-street parking space into an on-street bike parking corral that will hold up to 12 bicycles.

Bicycle corrals are permitted by the City of Philadelphia through its Streets Department. Bike corral owners receive a one-year Pedestrian Enhancement Permit that is renewable for up to three years.

To receive a Pedestrian Enhancement Permit, submit an application demonstrating consistency with the guidelines established in this document regarding placement, design, maintenance, and operations.



*Bicycle Corral at 19<sup>th</sup> and Chestnut*

Questions may be addressed to the bicycle corral program manager at:

Mayor's Office of Transportation & Utilities  
1401 JFK Boulevard, Suite 1430  
Philadelphia PA, 19102

Phone: [215-686-9003](tel:215-686-9003)  
Email: [bikeracks@phila.gov](mailto:bikeracks@phila.gov)

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## Location Guidelines

All bicycle corral locations are subject to review by the City's Chief Traffic Engineer. The guidance below must be followed unless specifically waived by the Chief Traffic Engineer.

### Placement within the Neighborhood

- Bicycle corrals should be located in areas with both high demand for bicycle parking and limited sidewalk (or other) space for installing standard bike racks.
- Bicycle corrals must not be in a travel lane, peak hour clearance lane or winter snow emergency lane.

### Placement on the Block

- Locations near the ends of blocks are preferable; they are more visible to drivers and can reduce crossing distances for pedestrians.
- There must be at least 20 feet of unobstructed space in the street immediately in front of the proposed business or organization that will host the bicycle corral.
- Bike corrals must:
  - a. Have at least 5 feet of unobstructed clearance to utilities, loading zones or handicapped parking spaces;
  - b. Be at least 60 feet from any bus stops or shelters;
  - c. Be at least 15 feet from any fire hydrant;
  - d. Be at least 20 feet from any marked crosswalk or 32 feet from the block corner at intersections without a marked crosswalk;

### Maintaining Access to Utilities

- The bicycle corral must not block access to utilities, including:

Manholes	Gas shutoff valves
Sewer grates/storm drains	Electric meters
Storm drain cleanouts	Telephone switch boxes
Water shutoff valves	

## Design Guidelines

### Dimensions and Capacity

- Bicycle corrals must fit within a single defined parking space. The envelope for a standard on-street parking space in the City of Philadelphia 20' by 7'.
- Bicycle corrals must be capable of securing at least 8 bicycles with 2 points of support. These points of support should:
  - a. Prevent the wheel of the bike from tipping;
  - b. Enable the frame and at least one wheel to be locked to the rack with a standard "U lock."

### Accessibility from the Sidewalk

- The bicycle racks within the corral must be easily accessible from the adjacent sidewalk.

### Components

- The rack frame should be resistant to destruction, i.e., cutting or disassembly with standard hand-held tools such as wrenches, pry bars, pipe cutters and saws;
- Racks should be rust-proof, i.e., covered with non-rusting paint, powder coat, galvanization, etc.

### Attachment to the Street

- Racks must be affixed to the surface using 3/8" x 4" lag screws set into plastic expansion anchors or grouted asphalt-specific anchors such as those found here:  
<http://www.asphaltanchors.com/>.

### Protection from Vehicles and Visibility

- Corners and edges of the bicycle corral must be clearly demarcated with at least 6 flexible delineator posts. The posts should generally be white if they are to the right of oncoming traffic, or yellow if they are to the left of oncoming traffic. Delineators must be highway rated and feature a reflective band near the top of the post. An example of a suitable post can be found here: <http://www.impactrecovery.com/products/tuff-post-flexible-posts/#>

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## General Guidelines

### Applicant Guidelines

Permittee must own or be a commercial tenant of the property upon whose building frontage the bicycle corral will be installed. Non-Profits such as community organizations or Business Improvement Districts may apply for a bicycle corral permit with support from the fronting property owner to the location. Permittees may receive help from any interested party in completing these forms. Note that the Permittee must be the same entity that holds required insurance (see page 20).

### General Guidelines

- Cleaning and maintaining bicycle corrals is the responsibility of the Permittee. These responsibilities are detailed in a set of permit special conditions (see page 15). In particular, Permittees must:
  - a. Regularly sweep out trash and debris;
  - b. Clear snow from the bicycle corral within 48 hours of a snow emergency event;
  - c. Provide general routine maintenance to corral such as painting, cleaning, removing stickers, removing bicycles abandoned for more than one month.
  - d. Replace broken or damaged perimeter markings or flexible delineator posts
- Permittees should keep a copy of their permit and attached special conditions on hand. The permit need not be displayed outside on the bicycle corral.
- Evidence of damage or vandalism must be reported to the Philadelphia Streets Department.

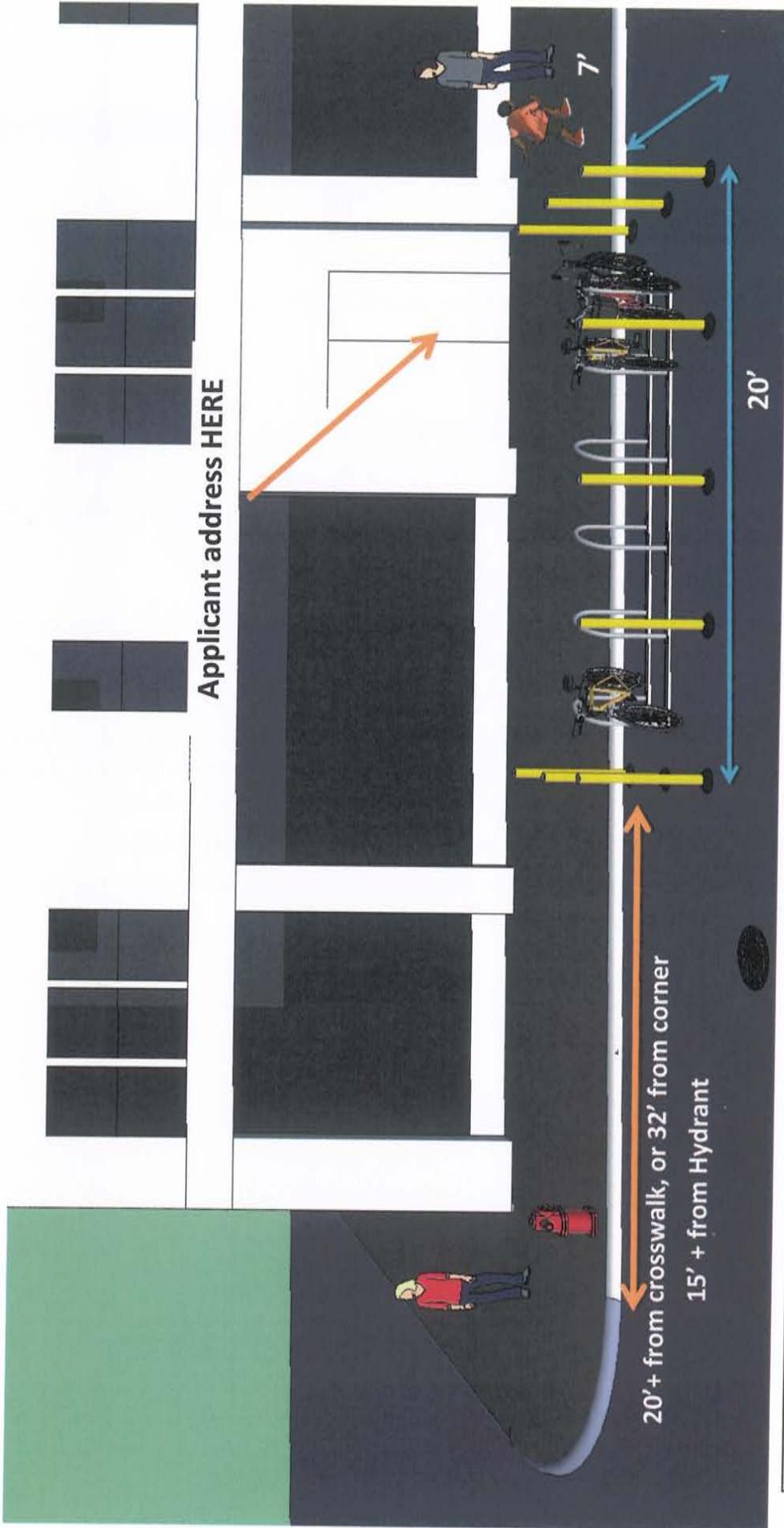
### Procedures for Complaints

If the City of Philadelphia receives complaints regarding the condition, maintenance, or safety of the bicycle corral, the City will conduct a field investigation to determine the nature of the problem and recommend any remedial steps.

- If the condition of the bike parking corral is deemed acceptable, no further action will be taken.
- If the condition of the corral is deemed unacceptable, the City will issue recommendations to address the complaints and the Permittee will have 14 days to remedy or provide an acceptable plan for the remedy of the complaint to the City.
- If, after 14 days, the Permittee has not provided an acceptable remedy or plan for the remedy of the complaint, the City may revoke the permit, and require the removal of the bicycle corral at the sole expense of the Permittee.

Continued or repeated complaints followed by field visits which result in unacceptable reviews may also be considered as grounds to revoke the permit and require its removal at the sole discretion of the City of Philadelphia.

Illustrated Guidelines



- At least 5 feet to any utility (electrical, water, sewer)
- At least 15 feet to any fire hydrant
- At least 60 feet of clearance for any bus stop/shelter
- Must not extend into travel lane
- Applicant must own or represent property immediately behind corral

**Corral Dimensions:**  
**20' x 7'**

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## Bicycle Corral FAQs

### **Can the City provide or assist with bicycle corral funding, maintenance, or repair?**

The City does not provide funds to support the design, construction, or maintenance of bicycle corrals.

### **Who is responsible for the bicycle corral?**

All bicycle corrals installed through this process will be the property of the Permittee. Maintenance and care of the bicycle corral remains the responsibility of the Permittee.

### **Who installs the bicycle corral?**

The Permittee installs, monitors, and maintains the bicycle corral.

### **What will protect the corral?**

The corral must be surrounded by high quality flexible delineators. These delineators are reflective and highly visible during all conditions.

### **Who is responsible if bicycles are stolen from the bike corral?**

As with all public bike racks, bicycle owners are responsible for securely locking bikes. Bike owners should report theft to the Philadelphia Police Department. If you see suspicious activity at a bike corral, call 911.

### **What happens if bikes parked in the bicycle corral are damaged by a vehicle?**

Bike owners use the racks at their own risk. Drivers are responsible if they hit fixed objects, including bikes and bike racks. If a car or other vehicle hits and damages the bike corral itself or bicycles parked on the corral, it falls to the responsible parties and/or their liability insurance carriers to pay for the damage.

### **Can bicycle corrals accommodate extra-long bikes, such as tandems and recumbents?**

Parking tandems and recumbents in parking spaces is only acceptable so long as bikes do not protrude into the roadway or sidewalk.

## Permit Application Process

Bike corral applications are completed in two phases-The first phase is site approval by the Philadelphia Streets Department, and the second phase is issuance of the Pedestrian Enhancement Permit. Applicants must have an approved bike corral location before applying for a Pedestrian Enhancement Permit.

Please contact the Bicycle Corral Program Manager with any questions or concerns prior to submitting your application for program updates or changes to the permitting process. Write to [bikeracks@phila.gov](mailto:bikeracks@phila.gov) or call 215-686-9003 to contact the Bicycle Corral Program Manager.

### **I. Phase I—Submit a Bicycle Corral Application**

- a. Fill out a bicycle corral application form, including all required signatures (see page 13).
- b. Submit the form along with required attachments (see page 14 for more detail):
  - i. A description, including photos, of the need for more bicycle parking in this location (maximum 500 words and three photographs).
  - ii. Photos and a map of the proposed bicycle corral location;
  - iii. Letters of support from adjacent property owners on the same block face, as applicable (see sample on page 19);
  - iv. Plan, to scale, of the proposed bicycle corral in relation to nearby objects;
  - v. Bicycle corral design diagram(s).
- c. Application Review—Location Approval
  - i. Streets Department staff will review the proposed bicycle corral location and design to ensure it is consistent with the City's guidelines, will not conflict with upcoming public works construction, and will not create conflicts with area public transportation.
  - ii. The applicant will be notified upon approval or rejection of application
  - iii. If the location is approved, applicants must then apply for an approval for installation of the bike corral

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## 2. **Phase 2—Submit completed Pedestrian Enhancement Permit Application**

The Pedestrian Enhancement Permit Application consists of the following items. Each item is required and should be submitted as a PDF portfolio or .ZIP file to the Bicycle Corral Program Manager at 15 days prior to the planned installation of the bike parking corral.

- a. Street Closure for Equipment Placement Permit (REQUIRED)
  - i. Download and complete the form here [http://bit.ly/PHL\\_BikeCorral](http://bit.ly/PHL_BikeCorral) or [http://www.philadelphiastreet.com/images/uploads/resource\\_library/Street\\_Closure\\_for\\_Equipment\\_Placement.pdf](http://www.philadelphiastreet.com/images/uploads/resource_library/Street_Closure_for_Equipment_Placement.pdf).
  - ii. The name of the applicant must match that of the organization that holds required insurance (see page 23). Indicate that "Pedestrian Enhancement- Bicycle Corral" is the purpose for the requested street closure.
- b. Application Fee (REQUIRED)

Submit an application fee of \$125 to cover the cost of review and inspection. Methods of payment include check, money order, cash, and Epay.
- c. Gather Evidence of Community Support (REQUIRED)

A petition demonstrating community support for the bicycle corral must be submitted before a permit can be issued. The petition must contain support from:

  - i. 51% of residents on a block (if the block is residential) or;
  - ii. 51% of the businesses on the block (if it is on a commercial corridor) or;
  - iii. 51% of the property owners on the block (if it has significant multi-unit housing or is mixed commercial/residential)
- d. Completed and approved Bicycle Corral Application (REQUIRED)
- e. Provide Proof of Insurance (REQUIRED)

The City's Risk Management Office requires permittees to obtain proof of required insurance in the form of certificate(s) of insurance issued to the City of Philadelphia. The City's requirements are detailed on page 20 of this document.
- f. Applicants are highly encouraged, but not required, to also provide a letter of support from their local district council member as early in the application process as possible.
- g. Letters of support from other neighbors of the proposed bicycle corral, civic associations or business associations are also recommended but not necessary.

Submit all application materials in PDF form or in a .ZIP form to the bicycle corral program manager at:

Mayor's Office of Transportation & Utilities  
1401 JFK Boulevard, Suite 1430  
Philadelphia PA, 19102

Phone: [215-686-9003](tel:215-686-9003)  
Email: [bikeracks@phila.gov](mailto:bikeracks@phila.gov)

## Permit Renewal and Reapplication

### Permit Renewal (For Years 2 and 3)

Each Pedestrian Enhancement Permit lasts for one year, however permits are renewable for up to three years. The City will only fail to renew a bicycle corral permit if the corral poses a safety hazard or if the Permittee has not complied with City guidelines.

To renew a bicycle corral permit for another year, follow the steps below:

1. Fill out a renewal application a Pedestrian Enhancement permit:  
[http://www.philadelphiastreet.com/images/uploads/resource\\_library/Street\\_Closure\\_for\\_Equipment\\_Placement.pdf](http://www.philadelphiastreet.com/images/uploads/resource_library/Street_Closure_for_Equipment_Placement.pdf).
  - a. The name of the applicant must match that of the organization that holds required insurance.
  - b. Indicate that "Pedestrian Enhancement- Bicycle Corral" is the purpose for the requested street closure.
  - c. In the upper left-hand corner, check "extend existing permit" and enter your permit number, which is indicated on the previous year's permit.
  - d. Submit the permit renewal form as a PDF along with a fee of \$125 to the bicycle corral program manager no later than 15 business days before you intend to install the bicycle corral.
2. Submit a certificate of insurance demonstrating that the Permittee maintains required insurance (see page 20).

### Permit Reapplication (Starting Year 4)

The City of Philadelphia Pedestrian Enhancement Ordinance states that Pedestrian Enhancement Permits are renewable for up to three years. After three years, follow the procedures below to reapply for a Pedestrian Enhancement Permit.

Please note that you may resubmit materials used previously (such as maps, photos, etc) so long as they are still current, with the exception of (a) your initial application form with required signatures (b) letters of support from property owners and adjacent property owners (c) a petition of support for the bicycle corral (d) letter of support from your local council person (recommended, not required). Permit Reapplication must follow the same procedures outlined above in this document under **Permit Application Process** on pages 9 and 10.

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# Bicycle Corral Application - I

Complete this form and submit it to the City's bicycle corral program manager. The proposed Permittee must hold the requisite insurance.

### Permittee Information

Name and address of business or organization requesting the permit (proposed Permittee): \_\_\_\_\_  
\_\_\_\_\_

Name of contact person for requesting organization: \_\_\_\_\_

Phone # \_\_\_\_\_ Email \_\_\_\_\_

### Location Information

Street Proposed \_\_\_\_\_ between \_\_\_\_\_ and \_\_\_\_\_

Address (es) of property immediately in front of proposed bicycle corral (on same block face), as applicable:  
\_\_\_\_\_

### Returning Bicycle Corral?

If so, write your permit number here: \_\_\_\_\_

### Property Owner(s)

Name of owner of property immediately in front of proposed location (if different than proposed Permittee named above):  
\_\_\_\_\_ Phone # \_\_\_\_\_ Email \_\_\_\_\_

If different from above, name of property manager / business owner for property:  
\_\_\_\_\_ Phone # \_\_\_\_\_ Email \_\_\_\_\_

### Signatures

Application is hereby made to the Philadelphia Streets Department for a revocable permit to install a bicycle corral. Applicant acknowledges and agrees that applicant has read and understands the Bicycle Corral Permit Special Conditions and agrees to be bound by the terms thereof upon receipt of a permit to install and operate a bicycle corral.

*Proposed Permittee, Chairperson/Owner/Authorized Representative*

\_\_\_\_\_ (Name)  
\_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)

The following individuals (as applicable) support this application:

*Property owner for requested location (if different than proposed Permittee)*

\_\_\_\_\_ (Name)  
\_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)

*Property manager / business owner for property at the requested location (if different than above)*

\_\_\_\_\_ (Name)  
\_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)

## Bicycle Corral Application - II

Applications must include the following:

1. A description, including photos, of the need for more bicycle parking in this location (maximum 500 words and three photos).
2. At least two photos from different angles along the sidewalk/street where the pedestrian enhancement is to be installed. Applicants are encouraged to include photographs of potential location-related conflicts (proximity to other street utilities, street furniture, etc.) noted in the detailed site map.
3. Letter(s) of support from adjacent property owners on the same block face.
4. A plan, to scale, showing the location and dimensions of the bicycle corral and other objects in the immediate area (no more than the same block). The plan does not need to be prepared by a licensed engineer or architect. The plan shall include at minimum:
  - a. The placement and measurements of the bicycle corral;
  - b. The street number addresses of adjacent buildings;
  - c. The direction of traffic;
  - d. The presence and location of: vacant lots or buildings, driveways, fire hydrants, man-holes, stormwater inlets, bike parking, utilities (including, but not limited to tree grates, vault, covers, manholes, junction boxes, signs, lights, and poles), street furniture (including but not limited to bus shelters, honor boxes, and benches), cafe seating;
  - e. Existing parking regulations (including, but not limited to; handicap parking, loading zones and metered parking);
  - f. The length of the applicant's street frontage.
5. Proposed design diagram(s) for the bicycle corral, which do not need to be prepared by a licensed engineer or architect.

Email submissions preferred. Submit applications as a single PDF or a zipped folder not to exceed 8mb in size. Submit applications to the bicycle corral program manager at:

Mayor's Office of Transportation & Utilities  
1401 JFK Boulevard, Suite 1430  
Philadelphia PA, 19102

Phone: [215-686-9003](tel:215-686-9003)  
Email: [bikeracks@phila.gov](mailto:bikeracks@phila.gov)

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### PEDESTRIAN ENHANCEMENT PERMIT EXHIBIT 1- SPECIAL CONDITIONS FOR BICYCLE CORRALS

The City has established a Bicycle Corral Program to temporarily place a Bicycle Corral in one or more parking spaces in accordance with the City's Bicycle Corral Guidelines. Any Permittee desiring to establish, operate and maintain a Bicycle Corral shall agree to be bound by the special conditions contained in this Exhibit.

1. **Title, As-Is Condition of Bicycle Corral Location.**

A. At all times, the Bicycle Corral Location shall remain a public right-of-way. No legal title or any other interest in real estate shall be deemed or construed to have been created by anything contained in this Agreement.

B. Permittee acknowledges and agrees that they accept this Permit to enter the Bicycle Corral Location in its "AS IS, WHERE-IS, AND WITH ALL FAULTS" condition, including all defects known or unknown, and the City makes no representation or warranty, express or implied, as to (a) any encumbrances, restrictions and conditions which may affect the Bicycle Corral Location, (b) the nature or condition of the Bicycle Corral Location for installation and operation of the Bicycle Corral, and (c) compliance of the Bicycle Corral with Applicable Law (defined below). Permittee is relying on its own independent investigation of the condition of the Bicycle Corral Location in entering this Agreement.

2. **Maintenance Obligations, Use Restrictions, Approvals.**

A. **Permittee's Maintenance Obligations.** Permittee hereby covenants and agrees, for itself, its successors, and assigns to be fully responsible for the costs of installing, operating and maintaining the Bicycle Corral as set forth in this Agreement. Permittee shall use and maintain the grounds adjacent thereto in a clean and trim fashion, free of all waste, rubbish, accumulation of garbage, papers, and debris; shall properly store and dispose of all waste matter and trash in accordance with the City's Recycling and Sanitation regulations and keep the Bicycle Corral and adjacent sidewalk free and clear of rubbish, trash and waste materials. The Permittee shall clear snow from the Bicycle Corral within 48 hours of a snow emergency event; shall tag and remove bicycles abandoned for more than one month; shall remove graffiti and stickers; shall undertake needed maintenance, such as painting; and, except as approved in accordance with this Agreement or Applicable Law, shall not permit encroachments upon or obstructions of the streets.

B. **City's Maintenance Obligations.** The City shall not be required to make any repairs or alterations to the Bicycle Corral. The City shall not be responsible for any loss or damage to personal property on the Bicycle Corral. Permittee assumes sole responsibility for the maintenance and management of the Bicycle Corral.

C. **Use Restrictions.** Permittee agrees that it shall not: permit any use of the Bicycle Corral except as specified in this Agreement; permit a public or private nuisance in the Bicycle Corral; permit any Hazardous Substances (defined below) in the Bicycle Corral; permit anything that disturbs or damages the surrounding properties; permit commercial advertising of any kind, or non-commercial advertising of any kind without the advance written approval of the Department; permit any structures on the Bicycle Corral unless specifically permitted by this Agreement; or permit standing water to accumulate on the Bicycle Corral Area.

D. **Approvals by the City.** Unless otherwise stated in this Agreement or in accordance with Applicable Law, any review, approval, permission, or consent that Permittee is required to obtain from the City under this Agreement shall not be valid or effective unless obtained from the Commissioner of the Department of Streets or the Commissioner's designee (the "Commissioner"). The review, approval, or consent by the Commissioner of any plans, specifications, work or materials submitted or performed by Permittee under this Agreement does not constitute any representation, warranty, or guarantee by the City as to the quality or substance of the matter reviewed or approved or its compliance with Applicable Laws. Permittee must use its own independent judgment as to the accuracy and quality of all such matters and its compliance with Applicable Laws. Review, approval, or consent by the Commissioner under this Agreement does not constitute any review, approval, consent, Permit or permit otherwise required under Applicable Laws by any City department, board, commission, or official.

3. **Compliance with Applicable Laws. Hazardous Substances.**

A. **Applicable Laws.** "Applicable Laws" shall mean all applicable present and future Federal, State and City laws, ordinances, orders, rules, regulations, guidelines and requirements.

B. **Hazardous Substances.** "Hazardous Substance" shall mean: (a) asbestos, flammables, volatile hydrocarbons, industrial solvents, explosives, chemicals, radioactive material, petroleum, petroleum products and by-products, natural gas, synthetic gas, and shall include but not be limited to, substances defined as "hazardous substances", "hazardous wastes", "toxic substances", "pollutants" or "contaminants" as those terms are defined in any of the Applicable Laws; and (b) any and all other materials or substances that any government entity shall determine from time to time are harmful, toxic, or dangerous.

4. **Entry into Bicycle Corral Location By City: City Inspection.** The City may enter the Bicycle Corral at any time, for any reason, including inspecting the Bicycle Corral and/or Bicycle Corral Area. Nothing contained in this Section shall create a duty on the City to make any repairs or do any work on the Bicycle Corral Location. City inspections shall not be a representation, guaranty, or warranty by the City to Permittee, as to Permittee's compliance with the terms of this Agreement or Applicable Laws.

5. **Insurance.** At all times during the Term of this Agreement, the Permittee shall maintain procure and maintain insurance in the types and amounts as specified below.

Permittee shall, at its sole cost and expense, procure and maintain in full force and effect, for the Term of the Permit Agreement, covering its obligations under this Agreement, the types and minimum limits of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania and acceptable to the City. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis.

(i) **WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

(a) Workers Compensation: Statutory limits

(b) Employers Liability: \$100,000 each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit - Bodily Injury by Disease. All States coverage and Pennsylvania Endorsement.

(ii) **GENERAL LIABILITY INSURANCE**

(a) Limit of liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability;

(b) Coverage: Premises, operations; blanket contractual liability; personal injury liability (employee exclusion deleted); products and completed operations; independent contractors; employees and volunteers as insureds; cross liability; and broad form property damage (including loss of use) liability.

(iii) **AUTOMOBILE LIABILITY INSURANCE**

(a) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

(b) Coverage: Owned, hired and non-owned vehicles.

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The City of Philadelphia, its officers, employees, and agents, shall be named as additional insureds on the General Liability Insurance Policy. Also, an endorsement is required stating that the coverage afforded the City and its officers, employees and agents as additional insureds will be primary to any coverage available to them. The City reserves the right to require Permittee to furnish certified copies of the original policies of all insurance required hereunder at any time upon ten (10) days prior written notice to Permittee. All such policies shall include an endorsement stating that the coverage afforded to these parties as additional insureds will be primary to any other coverage available to them.

Certificates of insurance evidencing the required coverage shall be submitted to the City of Philadelphia, 1515 Arch Street, 14th Floor, Philadelphia, Pennsylvania 19102). Permittee shall furnish certified copies of the original policies of all insurance required under this Agreement, at any time, within ten (10) days after written request by the City.

All insurance policies shall provide for a least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, cancelled, or not renewed. At least ten (10) days prior to the expiration of each policy, Permittee shall deliver to the City a Certificate of Insurance evidencing a replacement policy to become effective immediately upon the termination of the previous policy.

The insurance requirements set forth herein shall in no way be intended to modify, limit or reduce the indemnifications made in this Agreement by Permittee to City, its officers, employees, and agents, or to limit Permittee's liability under this Agreement to the limits of the policies of insurance required to be maintained by Permittee hereunder.

6. **Indemnification: Release.**

A. Permittee agrees to defend, indemnify, and hold harmless the City, its departments, commissions, boards, officers, employees or agents, from and against all actions, causes, suits, demands, losses, and liabilities, including the cost of litigation and attorney fees, by reason of injury (including death) to persons and damage to property in any way arising in connection with this Agreement or rights granted to Permittee hereunder; provided that nothing herein contained shall be deemed to confer upon any third person any right against City, or to vest in said third person any cause of action against City, or to authorize any such person to institute any such suit or suits against City, its departments, commissions, boards, officers, employees or agents. Permittee is not obligated to indemnify, defend, and hold harmless the City against losses, costs, claims, suits, actions, damages, liabilities, and expenses that arise exclusively from the gross negligence or willful misconduct of the City. This Section 8 shall survive the expiration or earlier termination of this Agreement.

B. In consideration of the Permit extended to Permittee by this Agreement, Permittee, and for Permittee's its contractors, and invitees and all persons claiming through any of them (collectively, including Permittee the "Releasing Parties") do hereby remise, quitclaim, release and forever discharge, the City, its departments, commissions, boards, officers, employees or agents, from any and all, and all manner of, actions and causes of action, suits, claims, and demands whatsoever in law or in equity which the Releasing Parties may have against the City its departments, commissions, boards, officers, employees or agents, relating in any way whatsoever to any condition on the Bicycle Corral Location, or relating in any way to Permittee's entry onto the Bicycle Corral Location, or Permittee's use of the Bicycle Corral Location. Permittee voluntarily assumes all risk of loss, damage, or injury, including death that may be sustained by the Permittee, its contractors, or invitees, while in, on or about the Permitted Property. This Section 8 shall survive the expiration or earlier termination of this Agreement.

7. **Relocation: Termination of this Agreement.**

A. Relocation. Permittee understands and agrees that it shall, upon request of the City, relocate the Bicycle Corral, and/or remove the Bicycle Corral, and that Permittee will absorb all costs and expenses necessary for the performance of such relocation work.

B. Termination.

i. Both the City and Permittee may terminate this Agreement upon thirty (30) days written notice to the non-terminating party at any time, with or without cause. Permittee shall further agree that upon receipt of such notice from the City, Permittee shall vacate the Bicycle Corral and leave it in a clean condition, clear of all property and debris and restore the Bicycle Corral Area to the satisfaction and approval of the City within thirty (30) days after receiving such notice. The City shall not be liable to Permittee for any compensation, reimbursement or other expenses related to this Agreement.

ii. Permittee agrees that in the event the Bicycle Corral is not removed from the Bicycle Corral Area and/or if the Bicycle Corral Area is not restored to its original condition, the City shall have the right and privilege, at its option, of removing said Bicycle Corral, and restoring the footway to its original condition and in event of the City so doing, Permittee shall pay to the City, within thirty (30) days written notice or demand, the costs expended by the City in such removal and/or restoration.

8. **Miscellaneous.**

A. Governing Law. This Agreement shall be governed in accordance with the laws of the Commonwealth of Pennsylvania. The parties to this Agreement agree to submit to the jurisdiction of the courts, whether federal or state, located in Philadelphia, Pennsylvania.

B. Assignment. Permittee must not transfer, assign, hypothecate, or sub-permit all or any part of its interest under this Agreement without the prior written consent of the City. Subject to the preceding sentence, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement may be construed to mean that the City gives its consent to Permittee to sub-permit this Agreement to another party.

C. Amendment. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by City and Permittee.

D. Headings. The headings in this Agreement are for convenience only and are not a part of this Agreement. The headings do not in any way define, limit, describe or amplify the provisions of this Agreement or the scope or intent thereof.

E. Survival. Any and all agreements set forth in this Agreement which, by its or their nature, would reasonably be expected to be performed after the expiration or earlier termination of this Agreement shall survive and be enforceable after the expiration or earlier termination of this Agreement. Any and all liabilities, actual or contingent, which shall have arisen during the Term, shall survive any termination of this Agreement.

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## Sample Letter Of Support

The following represents a sample letter of support to be submitted along with the application. Applicants are not required to use the exact language below.

Mayor's Office of Transportation and Utilities  
Suite 1430  
1401 JFK Blvd  
Philadelphia, PA 19102

To Whom it May Concern:

I am the owner of \_\_\_\_\_ [address and/or entity] and I am writing this letter in support of the bicycle corral proposed for \_\_\_\_\_.

I have met with \_\_\_\_\_ [proposed Permittee] and understand the rules and special conditions governing the placement and operation of bicycle corrals in Philadelphia.

If you have any questions or concerns, please contact me at \_\_\_\_\_ or \_\_\_\_\_.

Sincerely,

\_\_\_\_\_

## Insurance Requirements

The City's Risk Management Office requires permittees to maintain adequate insurance for bicycle corrals. The City's insurance requirements, listed below as an excerpt from the Permit Special Conditions, are considered to be industry standards for non-profits and businesses. It is not intended for these requirements to necessitate the purchase of additional insurance. If you are unsure whether your policy meets the precise specifications below, please contact the bicycle corral program manager to see if you are covered sufficiently by other components of your insurance policy.

When submitting a certificate of insurance, make sure that:

- The certificate is issued to the City of Philadelphia (1515 Arch Street 14<sup>th</sup> Floor, Philadelphia 19102);
- The name of the insured matches the name of the Permittee;
- The certificate states that the bicycle corral, clearly identified by its address or location, is covered by the policy;
- The certificate states that the City of Philadelphia, its officers, employees, and agents are named as additional insureds on the General Liability Insurance Policy, and that such coverage afforded the City and its officers, employees and agents as additional insureds will be primary to any coverage available to them (see below).

If you have any questions, or would like to see a sample certificate of insurance filled out to required specifications, please contact the bicycle corral program manager.

The following is excerpted from the City's Pedestrian Enhancement Permit Special Conditions:

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5. **Insurance.** At all times during the Term of this Agreement, the Permittee shall maintain procure and maintain insurance in the types and amounts as specified below.

Permittee shall, at its sole cost and expense, procure and maintain in full force and effect, for the Term of the Permit Agreement, covering its obligations under this Agreement, the types and minimum limits of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania and acceptable to the City. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis.

(i) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

(a) Workers Compensation: Statutory limits

(b) Employers Liability: \$100,000 each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit -Bodily Injury by Disease. All States coverage and Pennsylvania Endorsement.

(ii) GENERAL LIABILITY INSURANCE

(a) Limit of liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability;

(b) Coverage: Premises operations; blanket contractual liability; personal injury liability (employee exclusion deleted); products and completed operations; independent contractors; employees and volunteers as insureds; cross liability; and broad form property damage (including loss of use) liability.

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(iii) AUTOMOBILE LIABILITY INSURANCE

(a) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

(b) Coverage: Owned, hired and non-owned vehicles.

The City of Philadelphia, its officers, employees, and agents, shall be named as additional insureds on the General Liability Insurance Policy. Also, an endorsement is required stating that the coverage afforded the City and its officers, employees and agents as additional insureds will be primary to any coverage available to them. The City reserves the right to require Permittee to furnish certified copies of the original policies of all insurance required hereunder at any time upon ten (10) days prior written notice to Permittee. All such policies shall include an endorsement stating that the coverage afforded to these parties as additional insureds will be primary to any other coverage available to them.

Certificates of insurance evidencing the required coverage shall be submitted to the City of Philadelphia, 1515 Arch Street, 14th Floor, Philadelphia, Pennsylvania 19102). Permittee shall furnish certified copies of the original policies of all insurance required under this Agreement, at any time, within ten (10) days after written request by the City.

All insurance policies shall provide for a least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, cancelled, or not renewed. At least ten (10) days prior to the expiration of each policy, Permittee shall deliver to the City a Certificate of Insurance evidencing a replacement policy to become effective immediately upon the termination of the previous policy.

The insurance requirements set forth herein shall in no way be intended to modify, limit or reduce the indemnifications made in this Agreement by Permittee to City, its officers, employees, and agents, or to limit Permittee's liability under this Agreement to the limits of the policies of insurance required to be maintained by Permittee hereunder.

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## Application Checklist

### Location Approval

- Bicycle Corral Application Form
- Description of Need for Bicycle Parking
- Site Plan
- Site Photographs
- Letter of Support: Adjacent Property Owner 1
- Letter of Support: Adjacent Property Owner 1

### Design Approval

- Bicycle Corral Design Diagram(s)

### Community Support

- Letter of Support: District Councilperson (rec.)
- Petition of Support

### Final Approvals

- Certificate of Insurance
- Pedestrian Enhancement Permit Application

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