



## Philadelphia Department of Streets

### Regulations Governing Pedestrian Enhancements Pursuant to Section 11-613 of the Philadelphia Code

#### Section 1. Guidelines.

1) Pursuant to section 11-613 of the Philadelphia Code, the Department of Streets adopts the following Guidelines and Applications, which are attached hereto and made a part hereof:

- a) Pedestrian Plaza Guidelines and Application (Exhibit "A")
- b) Parklet Guidelines and Application (Exhibit "B").
- c) Bike Corral Guidelines and Application (Exhibit "C").

#### Section 2. Application.

1) Pedestrian Plaza. Applicants seeking to install any Pedestrian Plaza, as defined in section 11-601(8), must submit a Parklet Application to the Department of Streets and receive a Pedestrian Enhancement Permit issued by the Department of Licenses and Inspection, before installing any such Pedestrian Plaza.

2) Parklet. Applicants seeking to install any Parklet, as defined in section 11-601(8), must submit a Parklet Application to the Department of Streets and receive a Pedestrian Enhancement Permit issued by the Department of Licenses and Inspection, before installing any such Parklet.

3) Bike Corral. Applicants seeking to construct a Bike Corral, as defined in section 11-601(8), must submit a Bike Corral Application to the Department of Streets and receive a Pedestrian Enhancement Permit issued by the Department of Licenses and Inspection, before constructing any such Bike Corral.

#### Section 3. Guidelines

Applications for Pedestrian Enhancement Permit shall not be approved unless they comply with the general requirements of Chapter 11 of the Philadelphia Code, and the Guidelines adopted above for specific types of Pedestrian Enhancements.

#### Section 4. Fees.

The fee for any Pedestrian Enhancement Permit shall be \$125.



# City of Philadelphia Pedestrian Plaza Guidelines & Application



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Pedestrian Plaza at 42<sup>nd</sup> and Woodland

2014

MAYOR'S OFFICE OF TRANSPORTATION  
AND UTILITIES



DEPUTY MAYOR RIMA CUTLER



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## Introduction

In some parts of Philadelphia there exist small street segments that create unnecessary turning movements or break up the street grid. These segments make moving around the city more difficult and less pleasant for motorists, cyclists and pedestrians alike. The City of Philadelphia is pleased to partner with community groups, non-profits, and businesses to convert underutilized street segments into pedestrian plazas. Pedestrian plazas can dramatically improve the vitality of city public space and reinvigorate our streets.

Pedestrian Plazas are permitted by the City of Philadelphia through its Streets Department. Pedestrian plaza hosts receive a one-year Pedestrian Enhancement Permit that is renewable for up to three years. To receive a Pedestrian Enhancement Permit, submit an application (see page 7-10) demonstrating that the pedestrian plaza is consistent with the guidelines established in this document (see pages 4-6).



*Pedestrian Plaza at 48<sup>th</sup> and Baltimore*

Questions may be addressed to the pedestrian plaza 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: [completestreets@phila.gov](mailto:completestreets@phila.gov)

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## Placement Guidelines

All pedestrian plaza locations are subject to review by the City's Chief Traffic Engineer. Some of the guidance listed below is subject to the Chief Traffic Engineer's discretion and may be waived if the engineer feels the location and placement is appropriate.

### Placement within the Neighborhood

- Pedestrian plazas should utilize excess roadway that does not play an integral role in circulation. Streets that cut diagonally across the grid or have redundant turning areas are especially good candidates for pedestrian plazas..
- Adjacent streets should have posted speed limits of no more than 25 MPH.
- Pedestrian plazas should be located near commercial activity or other uses that generate significant volumes of pedestrian activity.

### Placement in Relation to Other Street Elements

- Pedestrian plazas should:
  - Not limit access to fire hydrants;
  - Not interfere with SEPTA.

### Maintaining Access to Utilities

- The pedestrian plaza must block not 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

Each pedestrian plaza is different, but in general, the following design guidelines must be met:

### General

- Pedestrian plaza elements (planters, tables, chairs, umbrellas, benches, etc.) should be removable.
- Reconstruction or alteration of the street should not be required.
- Paint can be applied to the plazas to mark new pedestrian areas.
- Applicants should consider what balance of open space, seating, and other elements is appropriate for the area.
- Applicants should consider the flexibility of the design for events, seasons, and age groups.

### Dimensions

- The Streets Department does not have set requirements for the size of pedestrian plazas or for the size or weight of pedestrian plaza elements, such as planters, tables, chairs, and benches.
- Planters should be large enough to create a sense of enclosure in the space, and to provide an effective buffer between pedestrians and automobiles.
- During its review, Streets Department staff will consider whether, in context, pedestrian plaza elements will create a nighttime security hazard.

### Maintaining Pedestrian Access

- Intrusions onto the sidewalk must be limited.
- Pedestrian access to and from the plaza via existing crosswalks should be maintained to accommodate individuals with disabilities as well as pedestrians with strollers, carts, etc.
- Existing pedestrian pathways on the perimeter of plazas should be maintained or improved.

### Visibility to Drivers

- Pedestrian plaza elements near the street should contain lightly colored or reflective materials to aid nighttime visibility.
- Planters, umbrellas, and other elements are encouraged to ensure visibility to passing vehicles. These elements should not obscure driver, cyclist, or pedestrian visibility to the detriment of safety.
- Where pedestrian plaza elements lead to the narrowing or an unexpected change in roadway width, the Streets Department may require that reflective strips be placed on some elements.

### Protection from Vehicles

- Pedestrian plaza designs may feature reflective hit posts to delineate new pedestrian spaces.
- Wheel stops may be required by the Chief Traffic Engineer. Wheel stops are used to protect the pedestrian plaza from turning movements associated with parking cars.

### Pedestrian Plaza Elements

- Pedestrian elements should generally durable and resistant to weather, changes in temperature, and rust.
- Applicants interested in overhead structures, banners, fabric sails (excluding umbrellas) or other architectural

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features that may catch wind must provide proof that the structures have the ability to withstand wind loads specified by the Streets Department. Applicants must prove that said structures and canopies pose no risk to the surrounding neighborhood during storms or other instances of severe weather conditions. The Streets Department may require overhead structures like canopies to be sealed by an engineer to ensure they are designed in accordance with building code wind load criteria.

- Any signage that contains a corporate logo shall be considered “Accessory Signage” and must receive Art Commission approval.
- Pedestrian plaza elements (such as benches or planter boxes) must be located at least 18” away from the curb to enable the drivers and passengers of vehicles parked adjacent to the plaza to safely open vehicle doors.

## Other

- Bicycle parking can be incorporated into pedestrian plaza design. The design must ensure that parked bicycles do not extend beyond the plaza.

## Guidelines for Operation

### General Guidelines

- Cleaning and maintaining pedestrian plazas is the responsibility of the permittee. The permittee's responsibilities are detailed in a set of permit special conditions, and include plaza maintenance and cleaning.
- Permittees should keep a copy of their permit and attached special conditions on hand. The permit need not be displayed outside on the pedestrian plaza.
- Any electrical connections intended to provide power to the pedestrian plaza must be approved by the appropriate engineers and may require separate operations and insurance agreements.

### Using the Pedestrian Plaza

- Permittees are welcome and encouraged to host events at the pedestrian plaza, so long as events are open to the public, do not create a nuisance in the neighborhood, and comply with all existing regulations.
- Alcohol may not be served in pedestrian plazas.
- Table service is not allowed in pedestrian plazas.
- Pedestrian plazas are public spaces, and should contain a sign that says “Public Plaza | All seating open to the public.”

## Permit Application Process Overview

### Who can apply?

Organizations with the capacity to clean and maintain a pedestrian plaza can apply. Partnerships are encouraged. Note that the official pedestrian plaza permittee must be the same entity that holds required insurance.

### When must I apply?

The City will review pedestrian plaza applications on a rolling basis; there is no fixed deadline. The application process will take at least several months, and may entail multiple meetings with City staff to review the proposed plans and discuss required changes.

### What does the application process entail?

#### 1. Contact the pedestrian plaza program manager

- Write to [completestreets@phila.gov](mailto:completestreets@phila.gov) or call 215-686-9003 to discuss your application, ask any questions, and learn about program updates.

#### 2. Submit an Application

- Submit an application form with required signatures (page 9).
- Submit the form along with required attachments (page 10):
  - Pictures and a map of the proposed pedestrian plaza location;
  - Letters of support from abutting property owners and commercial tenants (see sample on page 15).

#### 3. Location Review

- Streets Department staff will review the proposed pedestrian plaza location to ensure it is consistent with the City's guidelines, will not conflict with public works or construction, and will not create conflicts with area public transportation.
- The applicant will be notified upon approval.

#### 4. Gather Evidence of Community Support (Concurrent to #5)

- Once Applicants receive location approval from the Streets Department, they should EITHER engage in a community outreach process, in consultation with the City, OR collect a petition signed by 51% of residents on a block (if the block is residential) or 51% of the businesses on the block (if it is on a commercial corridor) or 51% of the property owners on the block (if it has significant multi-unit housing) in support of the pedestrian plaza. Clear documentation of public support for the initiative or a signed petition must be submitted before a permit can be issued.
- Applicants are encouraged, but not required, to provide a letter of support from their district council member as early in the application process as possible.
- Applicants are encouraged to submit plans for to the program manager while finalizing community support.

#### 5. Plan Review (Concurrent to #4)

- After location review, applicants submit plans to the pedestrian plaza program manager for review by the Streets Department. The plan approval process often consists of two meetings (an initial review and a follow-up meeting to review revisions); this process can take several months.
- Pedestrian plaza plans do not need to be designed or drawn by a licensed architect or engineer.

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- c. Where applicable, plans should indicate where the pedestrian plaza will change the widths of areas available to pedestrians.
- d. Plans should include the same information submitted for an initial site map:
  - i. The street number addresses of all buildings on the block;
  - ii. The direction of traffic;
  - iii. The presence and location of: vacant lots or buildings, driveways, fire hydrants, man-holes, storm water 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. Plans should document proposed changes, if any, to parking regulations (including, but not limited to; handicap parking, loading zones and metered parking).
- f. Each plaza is different, and the approval of plans may require coordination with other government departments and entities, such as the Philadelphia Parking Authority. The pedestrian plaza program manager will serve as liaison between applicants and these entities.

**6. Submit Temporary Street Closure: Pedestrian Enhancement Permit Application**

- a. Fill out an application, available at [http://www.philadelphiastreets.com/images/uploads/resource\\_library/Street\\_Closure\\_for\\_Equipment\\_Placement.pdf](http://www.philadelphiastreets.com/images/uploads/resource_library/Street_Closure_for_Equipment_Placement.pdf). The name of the applicant must match that of the organization that holds required insurance. Submit the application as a pdf to the Pedestrian Plaza Program Manager.
- b. Prepare an application fee of \$125 to cover the cost of review and inspection. Methods of payment include check (made out to City of Philadelphia), money order, cash, and Epay.
- c. Submit your application (as a PDF) along with your application fee to the pedestrian plaza program manager as soon as possible and no later than 15 business days prior to planned installation.

**7. Provide Proof of Insurance**

- a. The City's Risk Management Office requires permittees to submit proof of adequate insurance. The City's insurance requirements are considered industry standards for non-profits and small businesses; it is not intended for these requirements to necessitate the purchase of additional insurance. If you do not believe that your organization meets the specified requirements, please contact the Pedestrian plaza Program Manager to see if you are covered sufficiently by other components of your insurance policy. The City's requirements are detailed on page 18.

**8. Submit Evidence of Community Support**

- a. Before a permit may be issued, applicants must submit the documentation described in #3 above.

Submit all application materials in PDF form to the pedestrian plaza program manager at:

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

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

## Pedestrian Plaza Application - I

Complete this form and submit it to the pedestrian plaza program manager. The proposed Permittee must hold 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

Please describe the proposed pedestrian plaza location, indicating as applicable the address(es) of property immediately adjacent to pedestrian plaza:

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Requested Start Date of Permit \_\_\_\_\_

### Returning Pedestrian Plaza?

If so, write your permit number below and indicate whether changes to the plaza are proposed.

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### Signatures

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

Proposed Permittee, Chairperson/Owner

\_\_\_\_\_ (Name)

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

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## Pedestrian Plaza Application Form - II

Applications must include the following:

1. A site map, to scale, showing the location and dimensions of the pedestrian plaza and all other objects in the immediate area (same block). The map shall include (but not be limited to):
  - a. The street number addresses of all buildings on the block;
  - b. The direction of traffic;
  - c. The presence and location of: vacant lots or buildings, driveways, fire hydrants, man-holes, stormwater inlets, bike lanes, 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;
  - d. Existing parking regulations (including, but not limited to; handicap parking, loading zones and metered parking).
2. At least two photographs 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 abutting property owners and commercial tenants. If there are three or fewer adjacent property owners, support from at least 2/3 must be documented. If there are four or more adjacent property owners, support from at least 3/4 must be documented.

Email submissions preferred. Submit applications as a single PDF or a zipped folder not to exceed 8mb in size. Paper applications will also be accepted. Submit applications to the Pedestrian plaza Program Manager at:

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

Phone: 215-686-9003  
Email: completestreets@phila.gov

### PEDESTRIAN ENHANCEMENT PERMIT EXHIBIT 1- SPECIAL CONDITIONS FOR PEDESTRIAN PLAZAS

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

#### 1. Title, As-Is Condition of Pedestrian Plaza Location.

A. At all times, the Pedestrian Plaza 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 Pedestrian Plaza 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 Pedestrian Plaza Location, (b) the nature or condition of the Pedestrian Plaza Location for installation and operation of the Pedestrian Plaza, and (c) compliance of the Pedestrian Plaza with Applicable Law (defined below). Permittee is relying on its own independent investigation of the condition of the Pedestrian Plaza 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 Pedestrian Plaza as set forth in this Agreement. Permittee shall use and maintain the Pedestrian Plaza in a wholly safe condition; shall maintain any and all stands, tables, chairs, and other structures, and the grounds adjacent thereto in a clean and trim fashion, free of all waste, rubbish, accumulation of garbage, papers, and debris; shall provide and maintain adequate and proper drainage and not permit any drainage to fall or flow across the footways or roadways; shall permit free and unobstructed ingress and egress to, from, and around the Pedestrian Plaza for the protection or facilitation of pedestrian traffic; shall properly store and dispose of all waste matter and trash in accordance with the City's Recycling and Sanitation regulations and keep the Pedestrian Plaza and adjacent sidewalk free and clear of rubbish, trash and waste materials; 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 furnish any services or facilities to the Pedestrian Plaza, or to make any repairs or alterations to the Pedestrian Plaza. The City shall not be responsible for any loss or damage to personal property on the Pedestrian Plaza. Permittee assumes sole responsibility for the operation, maintenance and management of the Pedestrian Plaza.

C. Use Restrictions. Permittee agrees that it shall not: permit any use of the Pedestrian Plaza except as specified in this Agreement; permit anything unlawful on the Pedestrian Plaza; permit a public or private nuisance on the Pedestrian Plaza; permit any Hazardous Substances (defined below) on the Pedestrian Plaza; permit an implied dedication of the Pedestrian Plaza; 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 Pedestrian Plaza unless specifically permitted by this Agreement; permit illegal drugs on the Pedestrian Plaza Location; permit fires on the Pedestrian Plaza; permit personal property to be stored on the Pedestrian Plaza unless specifically permitted by this Agreement; or permit standing water to accumulate on the Pedestrian Plaza Area.

D. Approvals by 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 on Pedestrian Plaza Location By City: City Inspection.** The City may enter the Pedestrian Plaza at any time, for any reason, including inspecting the Pedestrian Plaza and/or Pedestrian Plaza Area. Nothing contained in this Section shall create a duty on the City to make any repairs or do any work on the Pedestrian Plaza 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.

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 attorneys 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 Pedestrian Plaza Location, or relating in any way to Permittee's entry onto the Pedestrian Plaza Location, or Permittee's use of the Pedestrian Plaza 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, remove the Pedestrian Plaza Location, property including chairs, tables, or other structures, either publicly or privately owned, 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 Pedestrian Plaza and leave it in a clean condition, clear of all property and debris and restore the Pedestrian Plaza 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 Pedestrian Plaza is not removed from the Pedestrian Plaza Area and/or if the Pedestrian Plaza Area is not restored to its original condition, the City shall have the right and privilege, at its option, of removing said Pedestrian Plaza, 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.

## Sample Letter Of Support

The following represents a sample letter of support from an adjacent property owner. Applicants are not required to use the exact language below.

Date

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 pedestrian plaza proposed for \_\_\_\_\_.

I have met with \_\_\_\_\_ [proposed permittee] and understand the rules and special conditions governing the placement and operation of pedestrian plazas in Philadelphia.

I am excited to see a pedestrian plaza appear in my neighborhood. If you have any questions, please contact me at \_\_\_\_\_.

Sincerely,

\_\_\_\_\_

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## Insurance Requirements

The City's Risk Management Office requires permittees to maintain adequate insurance for pedestrian plazas. 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 small 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 pedestrian plaza 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 pedestrian plaza, clearly identified by its 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 pedestrian plaza program manager.

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

\*\*\*

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.

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

- |  |                          |
|--|--------------------------|
| Pedestrian Plaza Application Form            | <input type="checkbox"/> |
| Site Map                                     | <input type="checkbox"/> |
| Site Photographs                             | <input type="checkbox"/> |
| Letters of Support: Adjacent Property Owners | <input type="checkbox"/> |

### Design Approval

- |                          |                          |
|--------------------------|--------------------------|
| Pedestrian Plaza Designs | <input type="checkbox"/> |
|--------------------------|--------------------------|

### Community Support

- |  |                          |
|--|--------------------------|
| Letter of Support: District Councilperson (optional) | <input type="checkbox"/> |
| Petition or Demonstration of Community Support       | <input type="checkbox"/> |

### Final Approvals

- |                                   |                          |
|-----------------------------------|--------------------------|
| Certificate of Insurance          | <input type="checkbox"/> |
| Street Closure Permit Application | <input type="checkbox"/> |



# City of Philadelphia Parklet Guidelines & Application



Parklets in Chinatown (10<sup>th</sup> and Cherry), Logan (Wagner Ave), University City (43<sup>rd</sup> and Baltimore) and on South Street.

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May 2014

MAYOR'S OFFICE OF TRANSPORTATION  
AND UTILITIES

DEPUTY MAYOR RINA CUTLER





## City of Philadelphia Parklet Guidelines & Application

### Introduction

Parklets are small platforms that take the place of one or two on-street parking spaces during the spring, summer, and early fall. By providing space for seats and tables, parklets offer residents and visitors alike with new opportunities to stop, sit and enjoy the surrounding neighborhood street life. Parklets can increase street vibrancy and improve quality of life in Philadelphia's neighborhoods and commercial corridors. The Mayor's Office of Transportation and Utilities (MOTU) is pleased to partner with local business owners and community groups interested in bringing parklets to their communities.



Figure 1 | 43<sup>rd</sup> and Baltimore Parklet – Photo courtesy of the University City District, Conrad Erb Photographer



Figure 2 | Chinatown Parklet – Photo courtesy of the Chinatown Development Corporation, Red Field Photography



Figure 3 | South Street Parklet - Photo courtesy of the Mayor's Office of Transportation and Utilities

Parklets are permitted by the City of Philadelphia through its Streets Department. Parklet hosts receive a one-year "Pedestrian Enhancement Permit" that is renewable for up to three years. Each year the City will review the locations of returning parklets to check that any new construction or works will threaten the safety of the parklet.

To receive a Pedestrian Enhancement Permit, submit an application (see page 11) demonstrating that the parklet is consistent with the guidelines established in this document. More specifically, applications must demonstrate that:

1. Parklet location is appropriate.
2. Parklet design is appropriate.
3. The parklet has support from nearby property owners and the community.
4. The parklet can be appropriately maintained.

Questions should be addressed to the parklet program manager at:

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

Phone: 215-686-9003  
Email: completestreets@phila.gov



City of Philadelphia  
Parklet Guidelines & Application

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# City of Philadelphia

## Parklet Guidelines & Application

### Placement Guidelines

All parklet locations are subject to review by the City's Chief Traffic Engineer. Some of the guidance listed below is subject to the Chief Traffic Engineer's discretion and may be waived if the engineer feels the location and placement is appropriate.

#### Placement within the Neighborhood

- Parklets must be placed in the street (and not on the sidewalk).
- Parklets should be on streets with posted speed limits of 25 MPH.
- Parklets must not be located in a travel lane or peak hour clearance lane.
- Parklets should generally be located on commercial corridors and in front of businesses or institutions that generate foot traffic and can maintain and monitor the parklet. Parklets may be appropriate for some residential streets, however parklets without an institution or business to attract pedestrians may not be as successful as those located on commercial corridors with high pedestrian activity.
- Parklets should not be directly located in front of establishments that serve alcohol.
- Parklets are not recommended for streets with historic paving materials.
- Parklets located on state roads may have additional requirements.

#### Placement on the Block

- The parklet zone may not be longer than the frontage of the applicant's or supporting property owner's property lines. Parklets should generally take the space of two on-street parking spots long, although both shorter and longer proposals will be considered. This length is inclusive of curb-stops and wheel lengths.
- Parklets should be placed such that at least 20 feet of the sidewalk-facing side of the proposed parklet is unobstructed (by utility poles, trees, etc.).
- Parklets should:
  - Have at least 5 feet of unobstructed clearance to utilities, loading zones or handicapped parking spaces;
  - Be at least 60 feet from any bus stop or shelter;
  - Be at least 15 feet away from any fire hydrant;
  - Be at least 20 feet from any marked crosswalk, or 32 feet from the block corner at intersections without a marked crosswalk; and
  - Not be in a travel lane or in a peak hour clearance lane.

#### Maintaining Access to Utilities

- The parklet must not block access to utilities, including:

Manholes  
Sewer grates/storm drains  
Storm drain cleanouts  
Water shutoff valves

Gas shutoff valves  
Electric meters  
Telephone switch boxes



# City of Philadelphia

## Parklet Guidelines & Application

### Design Guidelines

Some of the guidance listed below is subject to review by the City's Chief Transportation Engineer and may be waived if the engineer feels the design is appropriate.

#### Accessing the Parklet

- The sidewalk-facing side of the parklet should be open to pedestrians.
- The entrance on the sidewalk-facing side of the parklet should be placed so as to avoid tree pits.
- Parklet decking must be flush with the curb and may not have more than a  $\frac{1}{2}$  inch gap from the curb. If this is impossible, the parklet must be ADA accessible. A minimum 36" ADA accessible entryway to the parklet must be maintained for all parklets.

#### Maintaining Clear Space on the Sidewalk

- All intrusions onto the sidewalk shall be limited.

#### Visibility to Drivers

- Parklets shall be built from or contain lightly-colored or reflective materials to aid nighttime visibility.
- Parklets must have some vertical elements (e.g., planters, umbrellas) to ensure visibility to passing vehicles. These elements may not however obstruct driver views.
- Parklets must have reflective soft hit posts. They must align with the end of the platform. They may not be in the travel lane.

#### Protection from Vehicles

- Wheel stops may be required by the Chief Traffic Engineer. Wheel stops are used to protect the parklet from turning movements associated with parking cars. Parklets may have wheel stops installed 4' from the curb. Wheel stops may be affixed to the asphalt using a drill and bolts, provided the holes are filled with a polyurethane caulk, epoxy, or a flat head screw (flush with the street), when the parklets are removed during the winter season.
- To withstand bumps, the outside edge of the parklet closest to the street should contain a beam of pressure-treated lumber with a cross-section of 6" x 6", or equivalent.

#### Attachment to the Street

- Parklet operators may not drill into the pavement but for the installation of wheel stops (see "Protection from Vehicles" above).
- The platform may not be attached to or damage the street and must be easily assembled and disassembled.

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# City of Philadelphia

## Parklet Guidelines & Application

### Parklet Dimensions

- Parklets should not be any wider than the parking lane. If no parking lane is striped, applicants shall consult with the Streets Department to obtain official parking lane width.
- The outside edge of the parklet railing must be 18" from the travel lane, creating an 18" clear zone.
- The outside edge of the parklet must be at least 6" high. A reduced curb height may be permitted if existing physical constraints limit the height provided that at least a minimum 3" curb height at the street edge is provided.
- Open guard rails are encouraged to reduce the risk that high winds will shift the parklet. No wall or rail may be higher than 3', as measured from the street.
- The platform should allow for easy access underneath the platform. Curbside drainage may not be impeded. A gap of 6" should be maintained between the body of the deck and the curb to facilitate the movement of water.

### Load Requirements

- All rails must be capable of withstanding a 200-lb horizontal force.
- Parklets should be finished with quality materials and must be able to support 100-lb per square foot of live load.
- The outside edge of the platform must support 50-lbs per linear foot of live load.

### Components

- Parklets may use 4" x 4" metal plates as footings.
- Applicants interested in overhead structures, banners, fabric sails or other architectural features that may catch wind must provide proof that the structures have the ability to withstand wind loads specified by the Streets Department. Applicants must prove that said structures and canopies pose no risk to the surrounding neighborhood during storms or other instances of severe weather conditions. The Streets Department may require overhead structures like canopies to be sealed by an engineer to ensure they are designed in accordance with building code wind load criteria.
- Any signage that contains a corporate logo shall be considered "Accessory Signage" and must receive Art Commission approval.

### Other

- Bicycle parking can be incorporated into parklet design. The design must ensure that parked bicycles do not extend beyond the permitted width of the parklet, as determined by the frontage of the applicant's building.



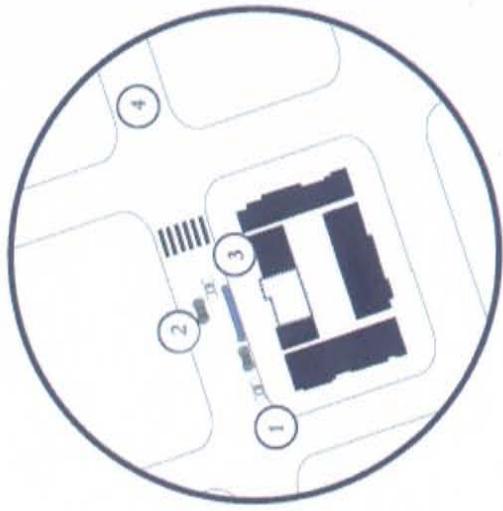
# City of Philadelphia

## Parklet Guidelines & Application

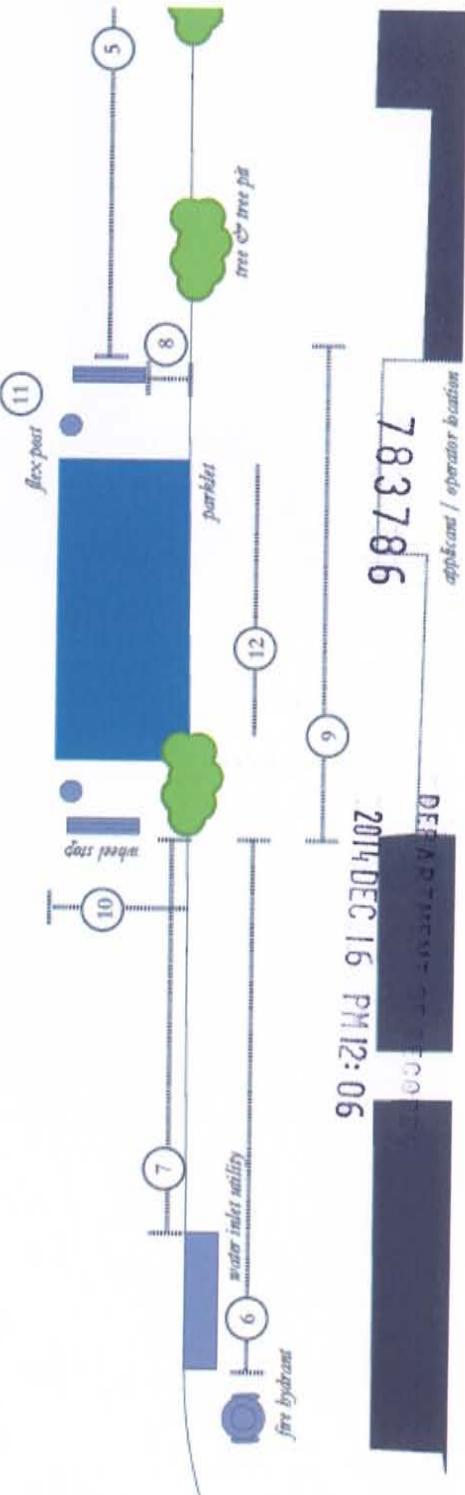
### Illustrated Placement & Design Guidelines

#### PARKLET DESIGN GUIDANCE

1. Parklets must be in the parking lane. They cannot be in a travel lane or in a peak hour clearance lane.
2. Parklets should be located in the middle of a block.
3. Parklets must be at least 20 feet from any marked crosswalk or 32 feet from the block corner at intersections without a marked crosswalk.
4. Parklets should be on streets with posted speed limits of 25 MPH.
5. Parklets must be no closer than 60 feet to any bus stop or shelter.
6. Parklets must be no closer than 15 feet from any fire hydrant.
7. Parklets must give at least 5 feet of clearance to utilities, loading zones or handicapped parking spaces.
8. Parklets may have wheel stops installed  $\frac{4}{5}$  from the curb.
9. The Parklet zone may not be longer than the frontage of the applicants' or supporting property owner's property line. This length is inclusive of curb-stops and wheel lengths.
10. Parklets should not be any wider than the parking lane.
11. Parklets must have reflective soft hit posts. They must align with the end of the platform.
12. The entrance on the sidewalk-facing side of the Parklet should be placed so as to avoid tree pits.



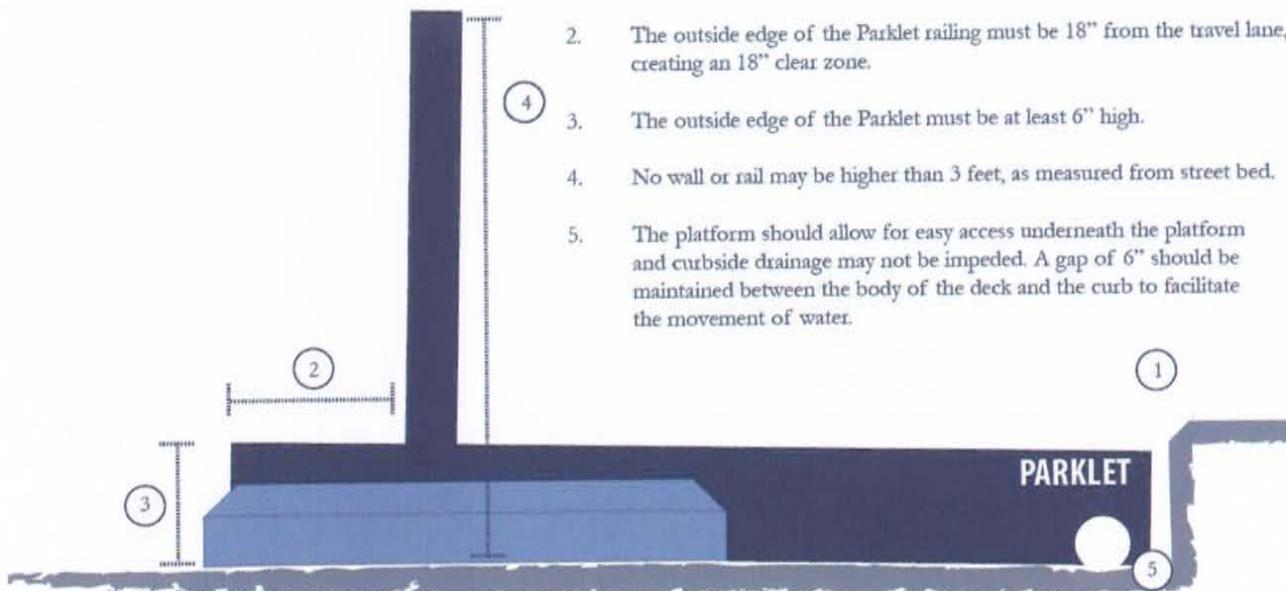
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City of Philadelphia  
Parklet Guidelines & Application

1. Parklet decking must be flush with the curb and may not have more than a  $\frac{1}{2}$  inch gap from the curb. If this is impossible, the parklet must be ADA accessible.
2. The outside edge of the Parklet railing must be 18" from the travel lane, creating an 18" clear zone.
3. The outside edge of the Parklet must be at least 6" high.
4. No wall or rail may be higher than 3 feet, as measured from street bed.
5. The platform should allow for easy access underneath the platform and curbside drainage may not be impeded. A gap of 6" should be maintained between the body of the deck and the curb to facilitate the movement of water.





# City of Philadelphia

## Parklet Guidelines & Application

### Guidelines for Operation

#### General Guidelines

- Permittees may install and operate their parklets anytime from April 1<sup>st</sup> through November 30<sup>th</sup>.
- Parklet cleaning and maintenance are the responsibility of the Permittee. These responsibilities are detailed in a set of permit special conditions (see page 17).
- Permittees should keep a copy of their permit and attached special conditions on hand. The permit need not be displayed outside on the parklet.
- Connecting parklets to nearby power sources for lighting purposes is discouraged by the City. Any electrical connections intended to provide power to the parklet must be approved by the appropriate engineers and may require separate operations and insurance agreements.

#### Using the Parklet

- Permittees are welcome to restrict the hours of parklet operation.
- Permittees are welcome and encouraged to host events at the parklet, so long as events are open to the public, do not create a nuisance in the neighborhood, and comply with all existing regulations.
- Alcohol may not be served in parklets.
- Table service is not allowed at parklets.
- Parklets are public spaces. Parklets must display a sign that says "Public Parklet | All seating open to the public."

#### Parklet Relocation

- Permittees should be prepared to remove parklets with minimum notice in case of extreme weather events, emergency public works, or other unexpected events. The City does not expect to request parklet removal due to privately-organized street festivals unless otherwise specified on a permit; the City expects neighborhood groups to work with applicants and parklet operators to ensure that parklets are either integrated into any privately-organized street festival or removed. The cost of removal and re-installation are the responsibility of the Permittee. See permit special conditions on page 17.
- Parklets are permitted for only one location. If a Permittee would like to move a parklet so it can serve at multiple sites, the applicant must receive a separate permit for each location.

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## Parklet FAQs

### **How much does it cost to design and build a parklet?**

Many parklets are built using a combination of donated design and construction services and cost owners from \$5,000 to \$10,000. Without any donated services, a parklet can cost up to \$20,000.

### **Can the City recommend a general contractor or an architect?**

The City cannot recommend any architects or general contractors for parklets. The following groups have designed parklets; their inclusion on this list is not to be interpreted as an endorsement there-of.

- **DigSau**  
<http://www.digsau.com/>
- **Johnston & Stromberg**  
<http://johnstonstromberg.com/>
- **Philadelphia Chapter of the National Organization of Minority Architects**  
<http://www.philanoma.org/>
- **ReVision Architecture**  
<http://revisionarch.com>
- **Shift Space Design**  
<http://www.shiftspacedesign.com>

Applicants can find a list of licensed contractors at the following website:

<http://www.phila.gov/li/Pages/FindLicensedProfessional.aspx>

### **Under what circumstances will the City request parklet removal?**

The City takes traffic and construction safety seriously and will request parklet removal if construction, utility repairs or other similar activity poses a safety hazard. The City can revoke a Pedestrian Enhancement Permit if a Permittee is not abiding by City guidelines, if the parklet poses a hazard, or for other reasons. For more information about parklet removal, read the parklet permit special conditions on page 17.

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

The City does not currently have the funds to support the design, construction, or maintenance of parklets.

### **If I would like to close and remove my parklet before the conclusion of my permit, what must I do?**

Permittees must simply notify the City and detail the circumstances that necessitated parklet removal.

### **How long does a permit last?**

Permits last for one parklet season (April through November) but are renewable for up to three. Please see "Permit Renewal and Reapplication Process Overview" on the next page.



City of Philadelphia  
Parklet Guidelines & Application

## Initial Permit Application Process

### Who can apply?

Anyone can apply for a permit to install and operate a parklet. Partnerships are encouraged; several parklets are built, insured, maintained by, and permitted to non-profits but placed in front of small businesses. Note that the official parklet Permittee must be the same entity that holds required insurance (see page 23).

### When must I apply?

The City will review parklet applications on a rolling basis; there is no fixed deadline. If planning to install a parklet with a new design into a new location on April 1<sup>st</sup>, consider submitting an initial application in October and designs in December of the previous year. This will ensure enough time for revisions to designs, if required. Streets Department reviews can take several months.

### What does the application process entail?

1. Contact the Parklet Program Manager
  - a. Write to [completestreets@phila.gov](mailto:completestreets@phila.gov) or call 215-686-9003 to discuss your application, ask any questions, and learn about program updates.
2. Submit a Parklet Application
  - a. Fill out a parklet application form, including all required signatures (page 15).
  - b. Submit the form along with required attachments (page 16):
    - i. Photos and a map of the proposed parklet location;
    - ii. Letters of support from adjacent property owners on the same block face (see sample on page 22).
3. Location Review
  - a. Streets Department staff will review the proposed parklet location to ensure it is consistent with the City's guidelines, will not conflict with upcoming public works or construction, and will not create conflicts with area public transportation.
  - b. The applicant will be notified upon approval.
4. Gather Evidence of Community Support (Concurrent to #5)
  - a. Once Applicants receive location approval from the Streets Department, they should collect a petition signed by 51% of residents on a block (if the block is residential) or 51% of the businesses on the block (if it is on a commercial corridor) or 51% of the property owners on the block (if it has significant multi-unit housing) in support of the parklet. This petition must be submitted before a permit can be issued.
  - b. 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.
  - c. Applicants are encouraged to submit parklet designs for review to the Project Manager while finalizing community support.

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City of Philadelphia  
Parklet Guidelines & Application

**5. Design Review (Concurrent to #4)**

- a. After location review, applicants submit designs to the Project Manager for review by the Streets Department.
- b. Parklet designs do not need to be designed or drawn by a licensed architect or engineer.
- c. All plans must clearly articulate the spans and supports to be used for the body of the parklet.
- d. For some projects, design review entails multiple meetings over several months with the Streets Department to discuss changes, but for others, designs are approved very quickly. The program manager will contact the Applicant upon design approval.

**6. Submit Pedestrian Enhancement Permit Application**

- a. Fill out an application, available at [http://www.philadelphiastreets.com/images/uploads/resource\\_library/Street\\_Closure\\_for\\_Equipment\\_Placement.pdf](http://www.philadelphiastreets.com/images/uploads/resource_library/Street_Closure_for_Equipment_Placement.pdf). The name of the applicant must match that of the organization that holds required insurance (see page 23). Indicate that "Pedestrian Enhancement- Parklet" is the purpose for the requested street closure.
- b. Prepare an application fee of \$125 to cover the cost of review and inspection. Methods of payment include check, money order, cash, and Epay.
- c. Submit your application (as a PDF) along with your application fee to the parklet program manager as soon as possible and no later than 15 business days prior to planned installation.

**7. Provide Proof of Insurance**

- a. 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 23.

**8. Submit Evidence of Community Support**

- a. Before a permit may be issued, applicants must submit the petition described in #4 above.

Submit application materials in PDF form to the parklet program manager at:

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

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



## City of Philadelphia Parklet Guidelines & Application

### Permit Renewal and Reapplication Process

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

Each Pedestrian Enhancement Permit lasts for the duration of that year's parklet season (April through November), however permits are renewable for up to three years. The City will only fail to renew a parklet permit if the parklet poses a safety hazard or if the Permittee has not complied with City guidelines.

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

1. Fill out a renewal application a Pedestrian Enhancement permit:  
[http://www.philadelphiastreets.com/images/uploads/resource\\_library/Street\\_Closure\\_for\\_Equipment\\_Placement.pdf](http://www.philadelphiastreets.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- Parklet" 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 season's permit.
  - d. Submit the permit renewal form as a PDF along with a fee of \$125 to the parklet program manager no later than 15 business days before you intend to install the parklet.
2. Submit a certificate of insurance demonstrating that the Permittee maintains required insurance (see page 23).

#### 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 parklet (d) letter of support from your local council person (recommended, not required).

1. Contact the Parklet Program Manager
  - a. Write to [completestreets@phila.gov](mailto:completestreets@phila.gov) or call 215-686-9003 to discuss your re-application, ask questions, and learn about program updates.
2. Submit Application and Design
  - a. Fill out an application form, including all required signatures (page 15).
  - b. Submit the form along with required attachments (page 16):
    - i. Pictures and a map of the proposed parklet location;
    - ii. Letters of support from adjacent property owners on the same block face (see sample on page 22).
  - c. Submit parklet design documents. Indicate if and how the design has changed since your last application.
    - i. Parklet designs do not need to be designed or drawn by a licensed architect or engineer.



City of Philadelphia  
Parklet Guidelines & Application

ii. All plans must clearly articulate the spans and supports to be used for the body of the parklet.

**3. Gather Evidence of Community Support**

- a. Collect a petition signed by 51% of residents on a block (if the block is residential) or 51% of the businesses on the block (if it is on a commercial corridor) or 51% of the property owners on the block (if it has significant multi-unit housing) in support of the parklet. This petition must be submitted before a permit can be issued.
- b. 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.

**4. Submit Pedestrian Enhancement Permit Application**

- a. Fill out an application, available at [http://www.philadelphiastreets.com/images/uploads/resource\\_library/Street\\_Closure\\_for\\_Equipment\\_Placement.pdf](http://www.philadelphiastreets.com/images/uploads/resource_library/Street_Closure_for_Equipment_Placement.pdf). The name of the applicant must match that of the organization that holds required insurance. Indicate that "Pedestrian Enhancement- Parklet" is the purpose for the requested street closure.
- b. Prepare an application fee of \$125 to cover the cost of review and inspection. Methods of payment include check, money order, cash, and Epay.
- c. Submit your application (as a PDF) along with your application fee to the parklet program manager as soon as possible and no later than 15 business days prior to planned installation.

**5. Provide Proof of Insurance**

- a. 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 beginning on page 23.



City of Philadelphia  
Parklet Guidelines & Application

## Parklet Application - I

Complete this form and submit it to the City's parklet 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 parklet (on same block face), as applicable: \_\_\_\_\_

### Returning Parklet?

If so, write your permit number below and indicate whether the parklet design has changed since your last application.

\_\_\_\_\_

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### 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 \_\_\_\_\_

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### Signatures

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

*Proposed Permittee, Chairperson/Owner*

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



City of Philadelphia  
Parklet Guidelines & Application

## Parklet Application - II

Applications must include the following:

1. A site map, to scale, showing the location and dimensions of the parklet and other objects in the immediate area (same block). The map shall include (but not be limited to):
  - a. The street number addresses of nearby buildings;
  - b. The direction of traffic;
  - c. 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;
  - d. Existing parking regulations (including, but not limited to; handicap parking, loading zones and metered parking);
  - e. The length of the applicant's street frontage.
2. At least two photographs 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.

Email submissions preferred. Submit applications as a single PDF or a zipped folder not to exceed 8mb in size. Paper applications will also be accepted. Submit applications to the parklet program manager at:

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

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



City of Philadelphia  
Parklet Guidelines & Application

## Permit Special Conditions

### PEDESTRIAN ENHANCEMENT PERMIT EXHIBIT 1- SPECIAL CONDITIONS FOR PARKLETS

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

#### 1. Title. As-Is Condition of Parklet Location.

A. At all times, the Parklet 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 Parklet 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 Parklet Location, (b) the nature or condition of the Parklet Location for installation and operation of the Parklet, and (c) compliance of the Parklet with Applicable Law (defined below). Permittee is relying on its own independent investigation of the condition of the Parklet 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 Parklet as set forth in this Agreement. Permittee shall use and maintain the Parklet in a wholly safe condition; shall maintain any and all stands, tables, chairs, and other structures, and the grounds adjacent thereto in a clean and trim fashion, free of all waste, rubbish, accumulation of garbage, papers, and debris; shall provide and maintain adequate and proper drainage and not permit any drainage to fall or flow across the footways or roadways; shall permit free and unobstructed ingress and egress to, from, and around the Parklet for the protection or facilitation of pedestrian traffic; shall properly store and dispose of all waste matter and trash in accordance with the City's Recycling and Sanitation regulations and keep the Parklet and adjacent sidewalk free and clear of rubbish, trash and waste materials; 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 furnish any services or facilities to the Parklet, or to make any repairs or alterations to the Parklet. The City shall not be responsible for any loss or damage to personal property on the Parklet. Permittee assumes sole responsibility for the operation, maintenance and management of the Parklet.

C. Use Restrictions. Permittee agrees that it shall not: permit any use of the Parklet except as specified in this Agreement; permit anything unlawful on the Parklet; permit a public or private nuisance on the Parklet; permit any Hazardous Substances (defined below) on the Parklet; permit an implied dedication of the Parklet; 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 Parklet unless specifically permitted by this Agreement; permit alcoholic beverages or illegal drugs on the Parklet Location; permit fires on the Parklet; permit personal property to be stored on the Parklet unless specifically permitted by this Agreement; or permit standing water to accumulate on the Parklet Area.

D. Approvals by 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



## City of Philadelphia Parklet Guidelines & Application

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 on Parklet Location By City: City Inspection.** The City may enter the Parklet at any time, for any reason, including inspecting the Parklet and/or Parklet Area. Nothing contained in this Section shall create a duty on the City to make any repairs or do any work on the Parklet 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



## City of Philadelphia Parklet Guidelines & Application

(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.

### 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 attorneys 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 Parklet Location, or relating in any way to Permittee's entry onto the Parklet Location, or Permittee's use of the Parklet 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 Parklet, and/or remove the Parklet Location, property including chairs, tables, or underground structures, either publicly or privately owned, and that Permittee will absorb all costs and expenses necessary for the performance of such relocation work.



City of Philadelphia  
Parklet Guidelines & Application

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 Parklet and leave it in a clean condition, clear of all property and debris and restore the Parklet 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 Parklet is not removed from the Parklet Area and/or if the Parklet Area is not restored to its original condition, the City shall have the right and privilege, at its option, of removing said Parklet, 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.

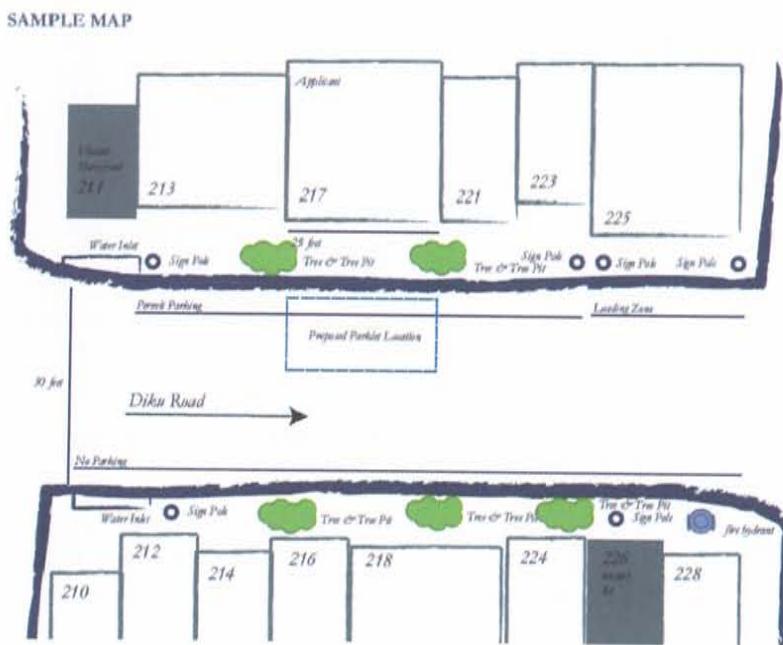
E. Survival. Any and all agreements set forth in this Agreement which, by its or their nature, would reasonably be expected to be performed after the expiration or earlier termination of this Agreement shall survive and be enforceable after the expiration or earlier termination of this Agreement. Any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



**City of Philadelphia**  
**Parklet Guidelines & Application**

## Sample Site Map

The following represents a sample site map to be submitted along with the application.



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City of Philadelphia  
Parklet Guidelines & Application

## Sample Letter Of Support

The following represents a sample letter of support that should 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 parklet proposed for \_\_\_\_\_.

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

I am excited to see a parklet appear in my neighborhood. I understand that parklets add to the vitality of our neighborhood and support pedestrian activity. If you have any questions or concerns, please contact me at \_\_\_\_\_ or \_\_\_\_\_.

Sincerely,

\_\_\_\_\_



## City of Philadelphia Parklet Guidelines & Application

### Insurance Requirements

The City's Risk Management Office requires permittees to maintain adequate insurance for parklets. 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 small 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 parklet 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 parklet, 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 parklet program manager.

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

\*\*\*

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.

- 2014 DEC 16 PM:07 DEPARTMENT OF PARKS AND RECREATION
- (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;



**City of Philadelphia**  
**Parklet Guidelines & Application**

(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.

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.

\*\*\*



**City of Philadelphia**  
**Parklet Guidelines & Application**

## Checklist

### Location Approval

- |  |                          |
|--|--------------------------|
| Parklet Application Form                     | <input type="checkbox"/> |
| Site Map                                     | <input type="checkbox"/> |
| Site Photographs                             | <input type="checkbox"/> |
| Letter of Support: Adjacent Property Owner 1 | <input type="checkbox"/> |
| Letter of Support: Adjacent Property Owner 2 | <input type="checkbox"/> |

### Design Approval

- |                 |                          |
|-----------------|--------------------------|
| Parklet Designs | <input type="checkbox"/> |
|-----------------|--------------------------|

### Community Support

- |  |                          |
|--|--------------------------|
| Letter of Support: District Councilperson (rec.) | <input type="checkbox"/> |
| Petition of Support                              | <input type="checkbox"/> |

### Final Approvals

- |   |                          |
|---|--------------------------|
| Certificate of Insurance                  | <input type="checkbox"/> |
| Pedestrian Enhancement Permit Application | <input type="checkbox"/> |

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# City of Philadelphia Bicycle Parking Corral Guidelines & Application



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

2014

DEPARTMENT OF RECORDS

2014 DEC 16 PHIL:07

MAYOR'S OFFICE OF TRANSPORTATION  
AND UTILITIES



DEPUTY MAYOR RIMA 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  
Email: 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.

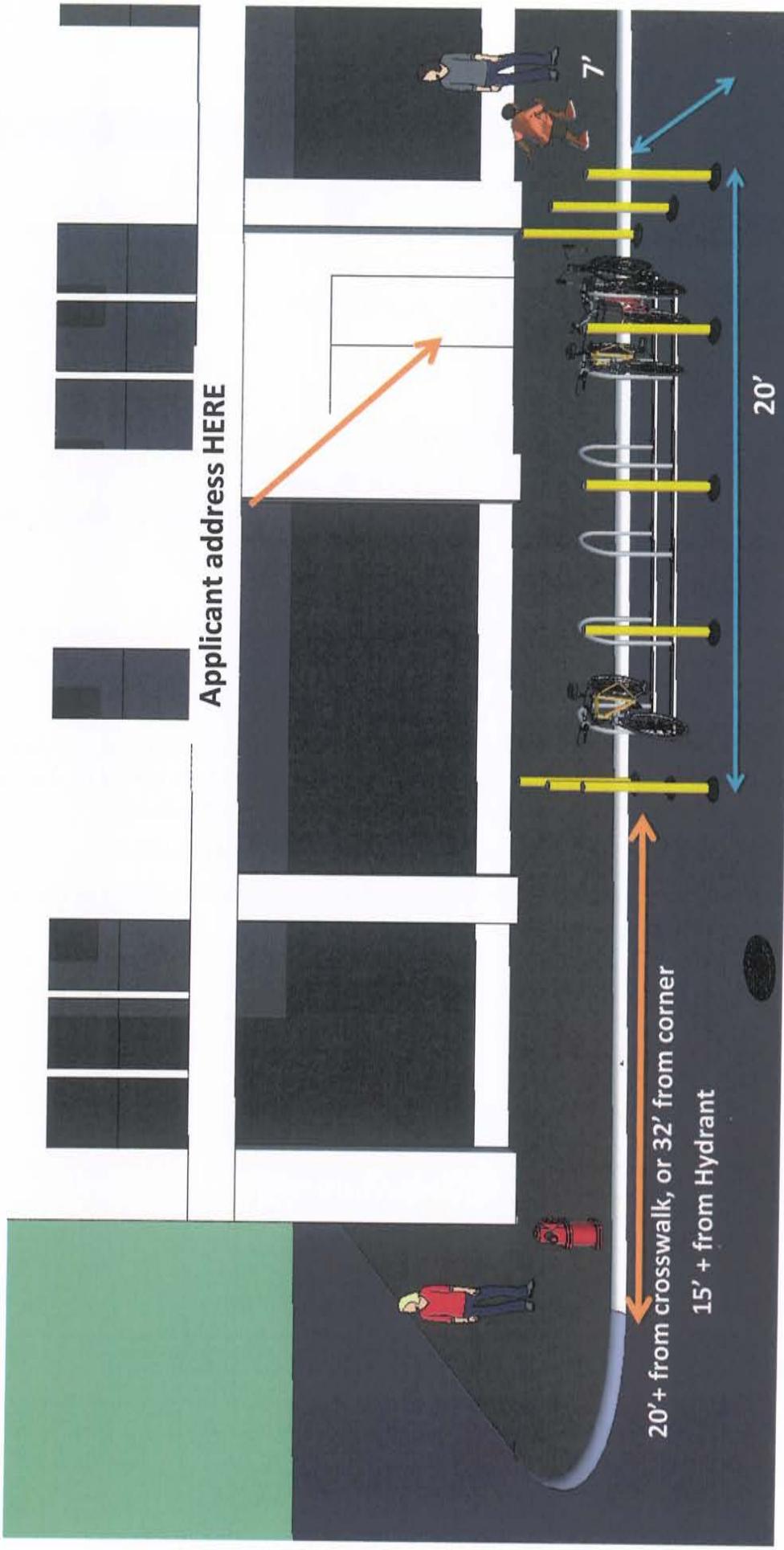
### Procedures for Complaints

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 bus stop/shoulder/other
- Must not extend into travel lane
- Applicant must own or represent property immediately behind corral

66 L 38 L

Corral Dimensions:  
20' x 7'

## 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.philadelphiastreets.com/images/uploads/resource\\_library/Street\\_Closure\\_for\\_Equipment\\_Placement.pdf](http://www.philadelphiastreets.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.phillystreets.com/images/uploads/resource\\_library/Street\\_Closure\\_for\\_Equipment\\_Placement.pdf](http://www.phillystreets.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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## Permit Special Conditions

### 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:

\*\*\*

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.

\*\*\*

## Application Checklist

### Location Approval

- |  |                          |
|--|--------------------------|
| Bicycle Corral Application Form              | <input type="checkbox"/> |
| Description of Need for Bicycle Parking      | <input type="checkbox"/> |
| Site Plan                                    | <input type="checkbox"/> |
| Site Photographs                             | <input type="checkbox"/> |
| Letter of Support: Adjacent Property Owner 1 | <input type="checkbox"/> |
| Letter of Support: Adjacent Property Owner 1 | <input type="checkbox"/> |

### Design Approval

- |                                  |                          |
|----------------------------------|--------------------------|
| Bicycle Corral Design Diagram(s) | <input type="checkbox"/> |
|----------------------------------|--------------------------|

### Community Support

- |  |                          |
|--|--------------------------|
| Letter of Support: District Councilperson (rec.) | <input type="checkbox"/> |
| Petition of Support                              | <input type="checkbox"/> |

### Final Approvals

- |   |                          |
|---|--------------------------|
| Certificate of Insurance                  | <input type="checkbox"/> |
| Pedestrian Enhancement Permit Application | <input type="checkbox"/> |

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Bicycle Corral Petition Sheet

By signing my name here, I support the application to convert car parking in front of \_\_\_\_\_ (Address) into bicycle parking.