

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF RIGHT OF WAY

**NOTICE AND INVITATION TO BID FOR
LEASING OF STATE-OWNED FREEWAY LEASE AREAS**

ORAL BIDS WILL BE ACCEPTED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, DISTRICT 4, ("CALTRANS") FOR THE PURPOSE OF LEASING THE BELOW LISTED FREEWAY LEASE AREA (FLA) PARCELS.

Auction Date: Wednesday, October 9, 2013
Registration Time: 10:00am
Auction Start Time: 11:00am
Auction Location: 111 Grand Avenue, Oakland, CA 94612
Ground Floor Auditorium

ORAL AUCTION

THOSE WISHING TO PARTICIPATE IN THE AUCTION MUST ARRIVE DURING THE REGISTRATION TIME PRIOR TO THE AUCTION START TIME IN ORDER TO REGISTER. LATECOMERS WILL NOT BE ALLOWED TO BID. ALL BIDDERS MUST BRING CASHIER'S CHECKS IN THE AMOUNT OF THE INDICATED BID DEPOSIT FOR EVERY PARCEL THEY INTEND TO BID ON AND A COMPLETED "BIDDER REGISTRATION FORM" (ATTACHED) TO THE AUCTION. CASHIER'S CHECKS WILL BE INSPECTED PRIOR TO BIDDING AND BIDDERS MAY ONLY BID ON PARCELS FOR WHICH THEY POSSESS A BID DEPOSIT CHECK AT THE AUCTION. BIDDER REGISTRATION FORMS WILL BE COLLECTED WHEN REGISTERING PRIOR TO BIDDING.

FOR FURTHER INFORMATION PLEASE VISIT OUR WEB PAGE:

<http://www.dot.ca.gov/dist4/rightofway/aelsms/leaseinfo.htm>

or contact the Right of Way Airspace staff

County	Agents	Phone	E-Mail
ALA	Nancy Bocanegra	(510) 286-5420	nancy.bocanegra@dot.ca.gov
CC, MRN, SF-080, SON	Leslie Wong	(510) 286-5423	leslie.c.wong@dot.ca.gov
SF-101, SF-280, SF-BT	Lam Nguyen	(510) 286-5345	lam.v.nguyen@dot.ca.gov
SM, SCL	Mark Yee	(510) 286-5425	mark.yee@dot.ca.gov

OCTOBER 9, 2013 AUCTION AVAILABLE FLA PARCELS

FLA NUMBER	LEASE START DATE	SQUARE FEET	MINIMUM MONTHLY BID	BID DEPOSIT	LEASE TERMS (lease agreement based on authorized parcel use)
ALA-024-01	December 1, 2013	14,400	\$1,000.00	\$2,000.00	2-Year Airspace Lease
ALA-112-02	December 1, 2013	11,807	\$3,100.00	\$4,100.00	2-Year Airspace Lease
ALA-112-03	December 1, 2013	10,188	\$500.00	\$1,500.00	2-Year Airspace Lease
ALA-580-06	December 1, 2013	36,156	\$2,300.00	\$3,300.00	2-Year Airspace Lease
ALA-580-07	December 1, 2013	43,000	\$2,600.00	\$3,600.00	2-Year Airspace Lease
ALA-580-09	December 1, 2013	79,000	\$4,700.00	\$5,700.00	2-Year Airspace Lease
ALA-580-11	December 1, 2013	46,000	\$500.00	\$1,500.00	2-Year Airspace Lease
ALA-580-12/15	December 1, 2013	22,070	\$500.00	\$1,500.00	2-Year Airspace Lease
ALA-580-13	December 1, 2013	65,500	\$500.00	\$1,500.00	2-Year Airspace Lease
ALA-580-18	December 1, 2013	24,000	\$500.00	\$1,500.00	2-Year Airspace Lease
ALA-580-33	December 1, 2013	8,738	\$500.00	\$1,500.00	2-Year Airspace Lease
ALA-880-35	December 1, 2013	69,744	\$500.00	\$1,500.00	2-Year Airspace Lease
ALA-880-36	December 1, 2013	71,000	\$500.00	\$1,500.00	2-Year Airspace Lease
ALA-880-49	December 1, 2013	34,000	\$2,040.00	\$3,040.00	2-Year Airspace Lease
ALA-880-52	December 1, 2013	41,359	\$500.00	\$1,500.00	2-Year Airspace Lease
ALA-880-53	December 1, 2013	43,500	\$500.00	\$1,500.00	2-Year Airspace Lease
ALA-880-54	December 1, 2013	26,000	\$500.00	\$1,500.00	2-Year Airspace Lease
ALA-880-61	December 1, 2013	34,630	\$500.00	\$1,500.00	2-Year Airspace Lease
ALA-880-73	December 1, 2013	50,000	\$2,000.00	\$3,000.00	2-Year Airspace Lease
ALA-980-09	December 1, 2013	34,708	\$500.00	\$1,500.00	2-Year Airspace Lease
SF-080-19	February 1, 2014	26,750	\$16,000.00	\$17,000.00	2-Year SF Parking Lease
SF-101-39	February 1, 2014	78,990	\$4,000.00	\$5,000.00	2-Year SF Parking Lease
SF-101-40	February 1, 2014	39,000	\$1,000.00	\$2,000.00	2-Year SF Parking Lease
SF-280-06	December 1, 2013	11,376	\$1,000.00	\$2,000.00	2-Year Airspace Lease
SF-280-10	December 1, 2013	16,600	\$1,000.00	\$2,000.00	2-Year Airspace Lease
SF-280-21	December 1, 2013	30,900	\$1,000.00	\$2,000.00	2-Year Airspace Lease
SF-280-22	December 1, 2013	28,000	\$1,000.00	\$2,000.00	2-Year Airspace Lease
SF-280-24	December 1, 2013	3,790	\$1,000.00	\$2,000.00	2-Year Airspace Lease
SF-BT-04 ⁽¹⁾	February 1, 2014	106,480	\$60,000.00	\$61,000.00	1-Year SF Parking Lease
SM-380-05 ⁽²⁾	April 1, 2014	75,938	\$3,000.00	\$10,000.00	10-Year Airspace Develop Lease
SCL-087-02	December 1, 2013	28,446	\$1,000.00	\$2,000.00	2-Year Airspace Lease
SCL-087-03	December 1, 2013	23,700	\$1,000.00	\$2,000.00	2-Year Airspace Lease
SCL-280-03	December 1, 2013	52,905	\$500.00	\$1,500.00	2-Year Airspace Lease
SCL-280-06	December 1, 2013	56,930	\$500.00	\$1,500.00	2-Year Airspace Lease
SCL-280-08	December 1, 2013	70,180	\$500.00	\$1,500.00	2-Year Airspace Lease

⁽¹⁾ Additional Information For FLA SF-BT-04:

- Caltrans has leased this FLA to the Alameda Contra-Costa Transit District (AC Transit) to be used for bus parking. AC Transit is designing improvements to the parking lot, but is not yet ready to begin construction of the improvements.
- Pending the AC Transit use, this FLA will be leased as a public parking lot for a 1-year term.
- Caltrans may terminate the lease early (before the 1-year term ends) upon 30-day notice when AC Transit is ready to take possession of the FLA.

(2) Additional Information For FLA SM-380-05:

- The Bid Deposit is NON-REFUNDABLE.
- Any proposed use other than parking or vehicle or equipment storage requires Caltrans pre-approval. Please contact Jim Bozionelos via email at jim.bozionelos@dot.ca.gov to discuss other uses.
- No permanent structures shall be allowed on the FLA.
- All uses shall be subject to obtaining the necessary permits from the City of South San Francisco and the tenant must maintain a valid SSF business license during the lease term. Bidders are encouraged to seek information from the City of SSF Planning Division prior to the auction (<http://www.ssf.net/index.aspx?nid=356>).
- Some uses may require discretionary issuance of a Conditional Use Permit by the City of South San Francisco and there is no guarantee that approval for a specific use will be granted.
- As a condition of approving the use, the City of SSF will require that Tenant construct certain improvements on the FLA. All uses must meet minimum site development requirements of the SSF Municipal Code, Chapter 20 Zoning (<http://qcode.us/codes/southsanfrancisco/>). Specific improvements will be based on the unique characteristics of an individual use, and may include paving, drainage, storm water management, lighting, landscaping, fence screening, security, traffic safety and access improvements, and will be subject to CEQA review (<http://ceres.ca.gov/ceqa/more/faq.html>).
- The Successful Bidder shall obtain a Caltrans Encroachment Permit prior to constructing the improvements (<http://www.dot.ca.gov/hq/traffops/developserv/permits/>).
- Lease term shall be 10 years with annual 3% rent escalation beginning on the first day of the third year of the term.
- The Lease Agreement shall be executed by the Successful Bidder by April 1, 2014 or upon the issuance of a Caltrans Encroachment Permit, whichever is earlier. Monthly rent shall be due on the first day of the lease term and continue monthly.
- If the Successful Bidder does not execute the Lease Agreement by April 1, 2014, Caltrans may reject the Successful Bidder's bid. Caltrans shall have sole discretion to accept the second highest bid, or to reject all bids for this FLA. If Caltrans elects to accept the second highest bid, that bidder must tender a \$10,000.00 non-refundable bid deposit within 72 hours and proceed under the above rules with the lease execution date to be set at the time the second highest bid is accepted.

All San Francisco Freeway Lease Areas: All properties within the City & County of San Francisco are being leased as parking lots for operable wheeled vehicles. Any other uses must have Caltrans approval before the date of the auction.

ALL BIDDERS ARE SUBJECT TO THE FOLLOWING:

1. **BIDDER'S ACCEPTANCE OF LEASE TERMS:** All bidders must review the applicable Caltrans lease agreements for acceptance of terms prior to bidding. By bidding on an FLA, bidders agree to all terms and conditions of the applicable Caltrans lease for each FLA. No party may demand that any modifications be made to the Caltrans leases. Lease Agreements may be found on the Caltrans District 4 Right of Way Airspace web page <http://www.dot.ca.gov/dist4/rightofway/aelsms/leaseinfo.htm>.
2. **BIDS:** No bid shall be accepted which is less than the minimum monthly bid as shown above on this notice. The Department reserves the right to accept only those bids that are deemed in the best interest of Caltrans. Acceptance of bids is subject to a bidder qualifications check, and Caltrans reserves the right to reject any and all bids at any time prior to the full execution of the lease.
3. **BID DEPOSIT:** Each successful bid must be accompanied by a bid deposit in the form of a cashier's check payable to the "State of California" in an amount equal to the minimum bid deposit. The bid deposit of the Successful Bidder will remain on deposit pending full execution of the lease, and may be applied towards

the Security Deposit. In the event of default on a parcel, the Successful Bidder shall withdraw its bid and the entire bid deposit shall be retained by Caltrans as liquidated damages.

4. **LEASE:** Each Successful Bidder agrees to sign the Caltrans lease agreement within thirty (30) days following the auction. If the Successful Bidder fails to perform as required, Caltrans has the option of awarding the parcel to the second highest bidder. Successful Bidders for paid parking leases in San Francisco shall comply with the requirements of the Successful Bidder Agreement which may provide for a longer timeline for the signing of the lease.
5. **SECURITY DEPOSIT:** Caltrans will hold from the tenant an amount equal to the monthly rent plus \$1000 as a security deposit. Caltrans does not characterize any portion of this deposit as “last month rent.”
6. **DEPOSIT AND FIRST MONTH RENT:** The Successful Bidder shall present a cashier’s check in the amount equal to the difference between the bid deposit and the security deposit not later than fifteen (15) days prior to the commencement date of the lease. In addition, the Successful Bidder will present a cashier’s check for the first month rent not later than fifteen (15) days prior to the commencement date of the lease. The check(s) shall be delivered to the Right of Way Airspace Development Branch of the California Department of Transportation, 111 Grand Avenue, Oakland, California, 13th Floor. Failure of the Successful Bidder to fully perform shall be treated by Caltrans as a default and the entire bid deposit shall be retained by Caltrans as liquidated damages. Successful Bidders for SF Parking Airspace Leases in San Francisco shall comply with the requirements of the Successful Bidder Agreement which may provide for a longer timeline for the tender of the rent and deposit.
7. **INSURANCE:** All leases with Caltrans require evidence of satisfactory insurance, which must be provided by timely submittal of an industry standard Certificate of Insurance form. Non-compliance with this requirement constitutes a default and will result in immediate lease termination. Tenant must keep the following insurance policies in force during the term of the lease:
 - All uses:
 - Commercial General Liability Insurance (\$5,000,000 Minimum)
 - Additional requirements for parking lots:
 - Business and Auto Liability Insurance (\$1,000,000 Minimum)
 - Garage Keeper’s Liability Insurance (\$1,000,000 Minimum)
 - Additional requirements for attended parking lots:
 - Workers’ Compensation Insurance (\$1,000,000 Minimum)
8. **TAXES:** All leaseholds are subject to the County’s Possessory Interest Tax. Additionally, parking leases in the City of San Francisco and the City of Oakland may be subject to parking tax. All local, state and federal taxes as well as all City and County parking taxes and possessory interest taxes are the sole responsibility of the tenant.
9. **LEASE TERMINATION:** Caltrans leases contain clauses allowing either party to terminate the lease upon specific written notice, except in the event of a national or other emergency, in which case Caltrans shall have the right of immediate possession in order to maintain, secure, or protect highway structures.
10. **EARLY TERMINATION BY LESSEE:** A tenant that submits a notice to terminate a lease prior to the agreement’s termination date shall not be permitted to bid on that same FLA during the next written or oral bid solicitation and the following normally scheduled oral bid auction.
11. **PLANNING DEPARTMENT APPROVAL:** Bidders must secure local pre-approval for use and zoning compliance from the appropriate city or county planning department for any use other than parking of

private passenger vehicles. An application is attached. (This requirement does not apply to existing lessees who intend to continue the existing approved use.)

12. **AS-IS:** All parcels are being leased in an “**AS IS**” condition. Bidders are required to inspect all parcels they intend to bid on as site conditions may be different than as depicted in the attached mapping. The Department provides no warranty as to the parcels’ fitness for any intended use.
13. **PARCEL DESCRIPTIONS:** The freeway lease area parcels (FLAs) offered for lease at this auction are identified by a parcel number. Attached is an information sheet for each FLA to be auctioned. For most parcels, the front of the parcel information sheet includes an aerial photo of the parcel and a ground level photo followed by a right of way freeway lease area (FLA) map that specifically depicts the geographic boundaries and area of each parcel. The FLA maps and the aerial photos provided with red highlighting are for your convenience only and should not be relied upon by bidders to represent the actual condition of the shown parcel as conditions may have changed between the time the map was drafted and the photo was taken and the date of the auction. Furthermore, all information depicted in the information sheets is approximate. The net area shown on the FLA map may substantially vary. All bidders must personally inspect any FLA they wish to bid on and contact Caltrans with any questions prior to the date of the auction. Tenants are to utilize only the designated area as specified on the FLA map and further referenced in the lease. In the case where the attached parcel mapping may not be accurate, as Caltrans projects may have altered the dimensions or usability of the FLA, the on-site ground conditions shall dictate the limits of the Premises.
14. **BIDDER REGISTRATION FORM:** All bidders must register prior to the start of the auction. At the registration each bidder must present a fully completed Bidder Registration Form (attached below) that clearly states the bidders name and contact information and a listing of each FLA the bidder intends to bid on during the auction.
15. **BID DEPOSIT:** At the registration each bidder must present a bid deposit in the form of a cashier’s check in the amount indicated for each FLA the bidder plans to bid on. Only certified or cashier’s checks will be accepted. Cash or personal checks will not be accepted. Failure to present the required bid deposit in the form required will result in Caltrans refusing to allow the bidder to bid on the specific FLA. A separate bid deposit cashier’s check is recommended for each FLA. The Successful Bidder for each FLA will tender their bid deposit check to Caltrans during the auction. If a single cashier’s check is tendered by the Successful Bidder in an amount greater than the bid deposit, Caltrans shall retain the entire check amount and apply any credit balance to the Successful Bidder’s account.
16. **EXISTING OR FORMER CALTRANS TENANTS:** All existing tenants that wish to participate in the auction must be current in all rent payments (and any assessed fees) and in good standing under any lease or rental agreement with Caltrans. Caltrans may refuse to accept any bid from a current or former tenant who is delinquent in rent payments or in breach of any other provision of a State of California lease or rental agreement. Furthermore, Caltrans may refuse to accept any bid from a former tenant that has vacated an FLA and has left an outstanding account balance owed to Caltrans due to damages assessed.
17. **REFUSAL OF BIDS:** Caltrans reserves the right at its sole discretion to refuse any or all bids.
18. **DEFAULT:** Failure of the Successful Bidder to execute the appropriate Caltrans lease or failure to perform any other requirements, for any reason, may be considered a default by Caltrans and may result in the forfeiture of the entire bid deposit which may be retained by Caltrans as liquidated damages. Caltrans may elect to accept another bidder’s bid if the previous Successful Bidder defaults.
19. **LEASE FORM:** The Caltrans SF Parking Lease will be the agreement executed when the authorized use of the parcel is a parking lot within the City and County of San Francisco. Most other uses within any

County will require execution of the Caltrans Airspace Lease. For specific parcels a different lease may be specified via this Notice and any attached parcel specific information sheets. Bidders agree to all terms and conditions of the applicable Caltrans lease for each FLA. No party may not demand that any modifications be made to the Caltrans leases. The leases are posted on the Caltrans Right of Way Airspace website at <http://www.dot.ca.gov/dist4/rightofway/aelsms/leaseinfo.htm>. All leases are subject to periodic revision by Caltrans. The lease agreement listed within the FLA parcel table in the "Lease Terms" column reflects the expected use of the FLA parcel. The appropriate lease agreement will be employed depending on the specific use of the FLA parcel.

20. **CALTRANS EXEMPTION FROM LIABILITY:** By participating in the Airspace Lease Auction, the Bidder agrees that Caltrans is to be free from any and all liability and claims for damages by any Bidder in the case Caltrans elects to refuse any bid or if Caltrans elects to declare a default if the Successful Bidder fails to perform for any reason thereby withdrawing its bid and forfeiting its bid deposit. The Bidder further agrees to indemnify and save harmless Caltrans from any third party claim of liability, loss, cost and obligation on account of Caltrans refusing any bid or any Bidder default.

21. **DEFINITIONS:**

- "Bidder" – an adult who obtains a bidder number after completing the auction registration process on the day of the auction, which includes providing a completed Bidder Registration Form listing every FLA the person intends to bid on, and presenting a cashier's check in the amount of the bid deposit for each FLA.
- "Successful Bidder" – the bidder with the highest rent bid amount that has been accepted and approved by Caltrans for a particular freeway lease area being auctioned.

IF YOU INTEND TO OPERATE A PUBLIC OR PRIVATE PARKING LOT WITHIN THE CITY AND COUNTY OF SAN FRANCISCO, YOU WILL BE SUBJECT TO THE FOLLOWING ADDITIONAL OR SUPERCEDING TERMS:

1. The Successful Bidder must provide a fully completed and signed Airspace Public Parking Lease Application (attached) within 2 business days following the auction. Should Caltrans determine that required information is missing, or any of the statements, representations or certifications contained on said Airspace Public Parking Lease Application are incorrect, false, or misleading, the Successful Bidder will be provided 2 additional business days to correct any deficiencies. If the Successful Bidder fails to completely remedy the deficiencies, the Successful Bidder's bid may be rejected and will result in forfeiture of the entire amount of the Successful Bidder's bid deposit, which will be retained by Caltrans as liquidated damages.
2. All bidders agree to all terms and conditions in the Caltrans Standard SF Parking Lease. No modifications will be made to the SF Parking Airspace Lease. The terms of this lease are posted on the Caltrans website at <http://www.dot.ca.gov/dist4/rightofway/aelsms/leaseinfo.htm>
3. Tenants within the City and County of San Francisco who intend to operate a public or private parking lot are required to comply with all City and County of San Francisco permitting requirements. To obtain more information regarding the San Francisco public parking permit and tax requirements you may contact the San Francisco Treasurer and Tax Collector's Office located at the San Francisco City Hall. Phone: 415-554-6403 Web page: <http://www.sftreasurer.org/index.aspx?page=29>.
4. The Successful Bidder agrees to execute a Successful Bidder Agreement and fully perform all the obligations listed in the Agreement by the Lease Start Date. If the Successful Bidder fails to fully perform all obligations by their individually identified deadlines (or the one month extension if applicable), the Successful Bidder shall be in breach of the auction rules and this Successful Bidder Agreement and shall withdraw its bid and incurably forfeit its contingent right to lease the FLA. The Successful Bidder's breach

will cause Caltrans unspecified damages. As a result, the Successful Bidder agrees to forfeit its bid deposit and agrees that the entire amount of its bid deposit shall be retained by Caltrans as liquidated damages.

5. Caltrans reserves the right to offer the FLA to another bidder if the previous Successful Bidder defaults by failing to execute the SF Parking Airspace Lease or is disqualified for failure to comply with provisions of this bid notice or the Airspace Public Parking Lease Application, fails to obtain a Commercial Parking Permit from the SFPD, fails to obtain a Certificate of Authority from the San Francisco Tax Collector, or fails to perform in any other manner. The Successful Bidder's default will cause Caltrans unspecified damages. As a result, the Successful Bidder agrees to forfeit its bid deposit and agrees that the entire amount of its bid deposit shall be retained by Caltrans as liquidated damages.
6. Leasing Process for Public or Private Parking Lots in San Francisco:
 - a) Participate in public auction and be the Successful Bidder for a specific FLA parcel
 - b) Tender the non-refundable bid deposit cashier's check for the FLA on the day of the auction
 - c) Deliver to Caltrans a complete Public Parking Lease Application together with all support materials
 - d) If the Application is approved by Caltrans, execute a Successful Bidder Agreement
 - e) Perform all obligations as stated in the Successful Bidder Agreement by the stated deadlines.
 - f) Tender to Caltrans a Bank Cashier's Check for the first month rent and the security deposit balance due.
 - g) Execute the Caltrans SF Parking Airspace Lease

If any of the above steps are not completely satisfied, the Successful Bidder may be declared in default, which will result in forfeiture of the entire amount of the Successful Bidder's bid deposit, which will be retained by Caltrans as liquidated damages.

7. Existing tenants who are the Successful Bidders at the auction for the same FLA that they already occupy must present to Caltrans a copy of their current valid SFPD Commercial Parking Permit prior to executing the Caltrans SF Parking Airspace Lease. The existing tenant's security deposit shall be treated as the bid deposit for auction purposes. If the Successful Bidder existing tenant cannot produce copies of their valid permits, the tenant may be declared in default, which will result in forfeiture of the entire amount of the existing tenant's deposit, which will be retained by Caltrans as liquidated damages.

IF YOU INTEND TO OPERATE A PUBLIC OR PRIVATE PARKING LOT WITHIN THE CITY OF OAKLAND, YOU WILL BE SUBJECT TO THE FOLLOWING ADDITIONAL OR SUPERCEDING TERMS:

Tenants within the City of Oakland who intend to operate a public or private parking lot are required to comply with all City of Oakland and County of Alameda permitting requirements. The City of Oakland Code of Ordinances, Title 4, Chapter 4.16 imposes a parking tax and surcharge on the rental of every parking space in a parking station within the City (<http://library.municode.com/index.aspx?clientId=16308>)

BIDDER REGISTRATION FORM FOR ORAL AUCTION PARTICIPANTS

The below information must be provided in full and submitted at registration prior to the beginning of the oral auction. Bids will not be accepted without this completed form.

BIDDER NAME: _____

ADDRESS: _____

EMAIL: _____

TELEPHONE: _____ MOBILE PHONE: _____

ARE YOU BIDDING ON BEHALF OF A BUSINESS: YES [] NO []

IF YES, NAME OF BUSINESS: _____

PLEASE LIST BELOW ALL GUESTS ENTERING THE AUCTION WITH YOU

PLEASE LIST BELOW ALL PARCELS YOU WILL BE BIDDING ON AND PROVIDE CHECK INFORMATION

Parcel No. _____ Deposit \$ _____ Check No. _____

Parcel No. _____ Deposit \$ _____ Check No. _____

Parcel No. _____ Deposit \$ _____ Check No. _____

Parcel No. _____ Deposit \$ _____ Check No. _____

Parcel No. _____ Deposit \$ _____ Check No. _____

Parcel No. _____ Deposit \$ _____ Check No. _____

Parcel No. _____ Deposit \$ _____ Check No. _____

Parcel No. _____ Deposit \$ _____ Check No. _____

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE COMPLETE AUCTION INFORMATION PACKAGE AND AGREE TO THE TERMS AND CONDITIONS OF THE AUCTION RULES, THE SUCCESSFUL BIDDER AGREEMENT (FOR SAN FRANCISCO PARKING), AND THE LEASE. I FURTHER CERTIFY THAT THE INFORMATION I PROVIDED ABOVE IS ACCURATE AND I UNDERSTAND I MAY BID ONLY ON THE ABOVE LISTED PARCELS FOR WHICH I SHALL REGISTER AND PRESENT A BID DEPOSIT CHECK:

Signature: _____ Date: _____

Do not write below this line. Caltrans Staff will provide bidder number at the time of auction registration.

BIDDER NUMBER: _____

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF RIGHT OF WAY**

**SUCCESSFUL BIDDER AGREEMENT
FOR LEASING OF STATE-OWNED FREEWAY LEASE AREAS**

On October 9, 2013, oral bids were accepted by the State of California, Department of Transportation, District 4, (“Caltrans”) for the purpose of leasing state-owned freeway lease areas (FLAs).

FREEWAY LEASE AREA	LEASE START DATE	BID DEPOSIT	BID AMOUNT	SUCCESSFUL BIDDER
	February 1, 2014			

The Successful Bidder intends and conditionally agrees to lease from Caltrans the above described freeway lease area for the purpose of operating a public or private parking lot within the City and County of San Francisco.

The Successful Bidder, by being the approved high bidder at the auction, agrees to perform the following:

- 1) The Successful Bidder, upon being the approved high bidder for the subject freeway lease area, shall tender to Caltrans during the auction a non-refundable bank cashier’s check in the amount of the bid deposit.
- 2) The Successful Bidder shall provide to Caltrans a completed, factually accurate, and signed Airspace Public Parking Lease Application within 2 business days following the auction. Should Caltrans determine that any of the statements, representations or certifications contained on said Airspace Public Parking Lease Application are incorrect, false, or misleading, the Successful Bidder will be provided 2 additional business days to correct any deficiencies.
- 3) The Successful Bidder shall comply with all City and County of San Francisco permitting requirements. A current valid Commercial Parking Permit shall be presented by the Successful Bidder prior to the Lease Start Date as proof of compliance with all San Francisco Code requirements.
- 4) The Successful Bidder shall sign and tender a State of California Public Parking Lease for the above described Freeway Lease Area together with a bank cashier’s check in the full amount of the first month rent and the security deposit balance due per the Lease agreement prior to the Lease Start Date

Upon full performance of the above obligations by their individually identified deadlines, Caltrans shall accept the Successful Bidder’s last approved bid and counter-sign and execute the SF Parking Airspace Lease Agreement, providing the Successful Bidder legal possession of the Freeway Lease Area per the terms of the Lease.

If the City and County of San Francisco declines to issue the Successful Bidder a Commercial Parking Permit by the Lease Start Date and the Successful Bidder properly files with the City and County of San Francisco a Request for Rehearing or Notice of Appeal by the Lease Start Date, Caltrans will extend the Lease Start Date by a maximum of one calendar month. If a Permit has not been issued within this one month extension, the Successful Bidder agrees to withdraw its bid and shall forfeit its contingent right to lease the above-described Freeway Lease Area and shall forfeits its bid deposit, which entire amount shall be retained by Caltrans as liquidated damages.

If the Successful Bidder fails to fully perform all the above described obligations by their individually identified deadlines (or the one month extension if applicable), the Successful Bidder shall be in breach of the auction rules and this Successful Bidder Agreement and shall withdraw its bid and incurably forfeit its contingent right to lease the above-described Freeway Lease Area. The Successful Bidder’s breach will cause Caltrans unspecified damages. As a result, the Successful Bidder agrees to forfeit the bid deposit and the entire amount of the bid deposit shall be retained by Caltrans as liquidated damages.

This Agreement is made upon the express condition that Caltrans is to be free from any and all liability and claims for damages by Successful Bidder by reason of Successful Bidder failing to perform for any reason and therefore withdrawing its bid and forfeiting its bid deposit and its conditional right to execute a Lease agreement. Successful Bidder hereby covenants and agrees to indemnify and save harmless Caltrans from all liability, loss, cost and obligation on account of any such damages.

Date

CA Department of Transportation

Successful Bidder

PERSONAL INFORMATION NOTICE

Pursuant to the Federal Privacy Act (P.L. 93-579) and the Information Practices Act of 1977 (Civil Code Section 1798, et seq.), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 6, Section 1798.24 of the IPA of 1977. Each individual has the right, upon request and proper identification, to inspect all personal information in any record maintained on the individual by an identifying particular. Direct any inquiries on information maintenance to your IPA Office.

**COMPLETE ALL ITEMS - PLEASE PRINT OR TYPE
PLEASE READ PERSONAL INFORMATION NOTICE AND DISCLOSURE STATEMENTS
AT THE END OF THIS FORM**

(Co-Applicants complete separate forms.)

(The high bidder must complete and submit this form immediately after the auction)

The following statements as to experience, financial and taxpayer qualifications of the bidder are submitted with the signed bid notice and bid deposit to confirm the status of the bidder with respect to qualifications and payment of state and local taxes and fees, as a part thereof; and any material misstatement of the information submitted herein shall be grounds for rejection of the bid.

1. NAME:

Business

Name _____

Address _____ City _____ State _____ Zip _____

Mailing

Address _____ City _____ State _____ Zip _____

Tel. Number _____ Fax Number _____ Pager Number _____

Tax Identification Number _____ Years in Business _____

Corporation _____ Partnership _____ Joint Venture _____ Individual _____ Other _____

2. OWNERS/INDIVIDUALS/CORPORATE OFFICERS:

Name _____ Title or Position _____

Residence

Address _____ City _____ State _____ Zip _____

Tel. Number _____ Social Security Number (if applicable) _____

Name _____ Title or Position _____

Residence

Address _____ City _____ State _____ Zip _____

Tel. Number _____ Social Security Number (if applicable) _____

Name _____ Title or Position _____

Residence

Address _____ City _____ State _____ Zip _____

Tel. Number _____ Social Security Number (if applicable) _____

Name _____ Title or Position _____

Residence

Address _____ City _____ State _____ Zip _____

Tel. Number _____ Social Security Number (if applicable) _____

3. BANK/CREDIT REFERENCES:

Bank or

Creditor _____

Address _____ City _____ State _____ Zip _____

Account Number _____ Type of Account _____ Balance _____

Contact Person _____ Contact Phone Number _____

3. BANK/CREDIT REFERENCES (Continued):

Bank or
 Creditor _____
 Address _____ City _____ State _____ Zip _____
 Account Number _____ Type of Account _____ Balance _____
 Contact Person _____ Contact Phone Number _____

Bank or
 Creditor _____
 Address _____ City _____ State _____ Zip _____
 Account Number _____ Type of Account _____ Balance _____
 Contact Person _____ Contact Phone Number _____

Bank or
 Creditor _____
 Address _____ City _____ State _____ Zip _____
 Account Number _____ Type of Account _____ Balance _____
 Contact Person _____ Contact Phone Number _____

4. REQUEST FOR INFORMATION:

The successful bidder must provide the following information no later than (_____). This information will be used to help fully evaluate whether the successful bidder will be allowed to execute the public parking lease and occupy the property. The information will also be used to update and/or activate a new lease account with Caltrans.

- Notarized copy of Articles of Incorporation
- Certified Copy of Partnership (if applicable-must include all partners and their responsibilities/liability)
- List of directors, officers and the agent in service (name of person who may legally sign for the company)
- Federal Tax ID number
- Certified copies of both Federal and State Income Tax returns for the past two years
- Certificates of Insurance (See Bid Notice for types and amounts)
- Certification of Funds from your bank(s)

5. CERTIFICATION

By signing this application in the space provided below, the applicant is certifying that the aforementioned statements are true. Furthermore, the applicant acknowledges that the following statements are true:

- The applicant is not in arrears on any taxes or fees owed to any City/County taxing authority due as a result from any parking business or operation .
- The applicant does not have any unsatisfied judgments from the Division of Labor Standards Enforcement of the Department of Industrial Relations.
- The applicant does not have more than three (3) verified labor claims filed against the applicant in the past twelve (12) months by the Division of Labor Standards of the Department of Industrial Relations.
- The applicant is in "good standing" with the California Franchise Tax Board.

I, (Name of Applicant) _____ Signature _____
 Date _____

I, (Name of Applicant) _____ Signature _____
 Date _____

I, (Name of Applicant) _____ Signature _____
 Date _____

Hereby certify that all statements I/We have made on this application are correct and true. I further acknowledge and understand that if any of the statements, facts or certification to which I/We attest to are found to be incorrect, false or misleading my bid may be rejected and the entire amount of my bid deposit will be retained as liquidated damages. Furthermore, by signing this application I/We authorize Caltrans to ask for and receive confidential information about the applicant as it pertains to those items listed on this application. Any information disclosed will be kept confidential.

Sections 7(a)(1) and (b) of the Federal Privacy Act of 1974 (Public Law 93.5.79) provide:

"It shall be unlawful for any Federal, State or Local Government Agency to deny to any individual any right, benefit, or privilege provided by law because of such individual's refusal to disclose his/her social security number.

"Any Federal, State or Local Government Agency which requests an individual to disclose his/her social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by what statutory or other authority such number is solicit, and what uses will be made of it."

The Department of Transportation's authority for requesting disclosure is Streets and Highways Code Section 104.12, which reads in part:

"The Department may lease to public or private entities for any term not to exceed 99 years the use of areas above or below state highways, subject to any reservations, restrictions, and conditions that it deems necessary to ensure adequate protection to the safety and the adequacy of highway facilities and to abutting or adjacent land uses."

The Social Security Number will be used to (1) trace delinquent tenants who have vacated without leaving a forwarding address; and (2) enable the State Controller to collect delinquent rent by the offset procedures required by State Administrative Manual Sections 8072.3, 8790.7 and 10510, as authorized by Government Code Section 12419.5, and (3) allow for the State to conduct various screening activities to determine applicant qualifications.

NON-RESIDENTIAL RENTAL APPLICATION (Cont.)

RW 11-6 (2/1996)

Business Assets

Please attach financial statements for the past two (2) years. (If self-employed or retired, attach financial statements and/or income tax returns.)

I certify that I have never filed for bankruptcy and have no accounts past due.

APPLICANT'S SIGNATURE			DATE	
In Case of Emergency, Notify:	Home Address	Home Phone	City	Relationship
1.				
2.				
Local Personal References	Home Address	Home Phone	Occupation	Length of Acquaintance
1.				
2.				

Sections 7(a)(1) and (b) of the Federal Privacy Act of 1974 (Public Law 93.5.79) provide:

"It shall be unlawful for any Federal, State or Local Government Agency to deny to any individual any right, benefit, or privilege provided by law because of such individual's refusal to disclose his/her social security account number."

"Any Federal, State or Local Government Agency which requests an individual to disclose his/her social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by what statutory or other authority such number is solicited, and what uses will be made of it."

The Department of Transportation's authority for requesting disclosure is Streets and Highways Code Section 104.6, which reads:

*"The Department is **authorized** to lease any lands which are held for State Highway purposes and are not presently needed therefore on such terms and conditions as the Director may fix and to maintain and care for such property in order to secure rent therefrom."*

The Social Security Number will be used to (1) trace delinquent tenants who have vacated without leaving a forwarding address; and (2) enable the State Controller to collect delinquent rent by the offset procedure required by State Administrative Manual Sections 8072.3, 8790.7 and 10510, as authorized by Government Code Section 12419.5.

Applicant represents that statements made above are true and correct and hereby authorizes verification of references including but not limited to the obtaining of a credit report and agrees to furnish additional credit references on request. Applicant acknowledges receipt of notification of the provisions of the Federal Privacy Act of 1974 and consent thereof.

I CERTIFY THAT I HAVE READ THE NOTICE TO APPLICANTS DESIRING TO RENT DEPARTMENT OF TRANSPORTATION PROPERTIES AND AGREE TO THE CONDITIONS SET FORTH.

The undersigned makes application to rent nonresidential property designated at address below for the rental fee and upon approval of this application agrees to sign a rental or lease agreement and to pay all sums due before occupancy.

RENTAL PROPERTY ADDRESS	RENTAL FEE
APPLICANT'S SIGNATURE	DATE

APPLICATION FOR USE APPROVAL OF CALTRANS FREEWAY LEASE AREA (FLA)

CITY OF _____

CALTRANS FLA PARCEL NO.: _____

This application for use of State-owned property under and/or adjacent to elevated freeway structures is to be submitted to the Planning Department for approval of the proposed use. You may be subject to the land use regulations of the City including the requirement for a conditional use permit for automobile fee parking.

A. TO BE COMPLETED BY THE PROSPECTIVE TENANT:

- 1. Name: _____
 - 2. Address: _____
 - 3. Telephone: _____ Email: _____
 - 4. Location of Property: _____
 - 5. Description of Proposed Use: _____
-

B. TO BE COMPLETED BY THE PLANNING DEPARTMENT:

- 1. Zoning District and Description: _____
 - 2. General Plan Designation and Description: _____
 - 3. Proposed Use (check the appropriate box):
 Permitted Conditionally Permitted Not Permitted
 - 4. Design Review (check the appropriate box):
 - 1. Is Design Review required? Yes No
 - 2. Is screening or landscaping required? Yes NoType: _____
 - 5. Additional Explanation or Other Conditions: _____
-

Planning Staff: _____ Signature: _____

Email: _____ Phone: _____ Date: _____