ATTACHMENT F

AGREEMENT TO CONDUCT
DUE DILIGENCE INVESTIGATIONS
ON BOARD-OWNED LAND

THIS AGREEMENT TO CONDUCT DUE DILIGENCE INVESTIGATIONS ON BOARD-OWNED LAND ("Agreement"), is made and entered into this _____ day of _____ 20____, by and between **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a body corporate and politic organized under the laws of the State of Florida ("Board"), and _____ ("Proposer"), authorizing Proposer to conduct certain due diligence investigations on Board-owned land, directly relating to and limited by the Board's Request For Proposals No. 058-KK10 ("RFP"), attached hereto by reference. Proposer does hereby agree to the following terms and conditions:

Proposer , its agents, employees and representatives shall be authorized to access only those portions of the sites listed on Exhibit "A", attached hereto and made a part hereof (collectively, the "Sites"), that Proposer is investigating for the possible placement of telecommunications equipment. Proposer's access thereto shall be for the expressed and limited purpose of (1) conducting a line-of-site survey to assure the proper operation of the WLRN educational telecommunications equipment at the proposed location of each new Co-location Monopole (as provided in the subject RFP), and (2) performing any pre-construction surveys, inspections and testing that Proposer reasonably determines is necessary to prepare preliminary site plans and/or final plans for this work, including site surveys, geotechnical testing, radio frequency testing and other related tests or examinations, necessary solely to determine the ability of the Sites to meet Proposer's engineering specifications and operational criteria (hereinafter referred to as the "Due Diligence Investigations"). Proposer shall not, in the course of such entry, make any invasive tests, alterations or improvements to the balance of the parent tract owned by the Board, except with the express written consent of the Board's designee. No subterranean testing of any type or nature may be conducted on the Sites that is not specifically required to determine the ability of the Sites to meet the Proposer's system design requirements, and the Proposer shall in all cases coordinate such excavations with the Board or its designee prior to initiating these activities. Any damage to underground improvements or utility lines caused by Proposer, its contractors, employees or agents, shall be repaired by Proposer, at Proposer's expense.

Prior to undertaking the Due Diligence Investigations, and subject to any other requirements or conditions of this Agreement, the Proposer shall provide the Board, or its designee, with a proposed schedule for such work at each location listed on Exhibit "A", to be approved by the Board, or its designee, such approval not to be unreasonably withheld. Any and all costs and expenses incurred by either the Proposer or the Board in connection with Proposer's Due Diligence Investigations shall be at Proposer's sole cost and expense,

and any activities that take place on or immediately adjacent to any of the Sites shall be performed in a manner not to unreasonably interfere with the educational activities or operations taking place at the Sites. Whenever possible, the Proposer shall conduct its Due Diligence Investigations during other than school hours. For purposes of this Agreement, "school hours" shall be considered to be the hours between 7:00 a.m. and 3:30 p.m., Monday through Friday, with the exception of those days during which school is either in recess or observing a legal holiday. In the event that the Proposer needs to carry out any of its Due Diligence Investigations during school hours, the Proposer shall first secure the approval of the Board or its designee, and shall coordinate said work with the Site administrator.

The Proposer's Due Diligence Investigations at the Sites shall conform at all times to the safety criteria established with and approved by the Site administrator, and shall neither unreasonably disrupt or interfere with any of the Sites' educational activities or operations. Such work shall be done in compliance with all applicable rules, statutes, codes and regulations, including, without limitation, the Board's design criteria, the State Requirements for Educational Facilities, the Florida Building Code and the Jessica Lunsford Act, as the same may be amended from time to time. If the Board, or its designee, requests that the Proposer cease any of its Due Diligence Investigations due to unreasonable interference with Site operations, violation of any applicable rules and regulations or the Board's safety criteria, then Proposer shall immediately discontinue its activities and shall proceed only after the Board, or its designee, has reviewed the scheduling of the activities in question and has authorized the Proposer to continue. At the conclusion of the work, the areas where work was conducted on the Sites shall be restored to a safe and secure condition, as good or better as existed prior to any such investigations, as determined solely by the Board and at the sole cost and expense of the Proposer.

The Proposer, its agents, contractors and representatives shall hold harmless, indemnify and defend the Board, its members, officers and employees, against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs, at trial level and through all appeals, arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of this Agreement (including goods and services provided thereto) by or on behalf of the Proposer, whether or not due to or caused in part by the negligence or other culpability of the Board, its members, officers and employees, excluding only the sole negligence or culpability of the Board, its members, officers and employees.

In addition, on or before the Effective Date of this Agreement (as defined below), the Proposer shall provide certificates of insurance to the Board which evidence insurance coverages and limits meeting, at a minimum, the following requirements: 1) Commercial General Liability Insurance in an amount not less than $1 Million combined single limit per occurrence for bodily injury and property damage, 2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of

the Proposer, in an amount not less than $1 million combined single limit per occurrence for bodily injury and property damage, 3) Workers' Compensation Insurance for all employees of the Proposer as required by Florida Statutes, and 4) Professional Liability Insurance, arising out of or the rendering or failure to render professional services in the performance of this Agreement, including all provisions of indemnification which is part of this Agreement. The insurance shall be subject to a maximum deductible not to exceed $25,000. The minimum limits to be maintained by the Provider(s) (inclusive of any amounts provided by an umbrella or excess policy) shall be $1 million per claim/annual aggregate. "The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation insurance. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Proposer.

The following shall be pre-conditions to commencement of Proposer's Due Diligence Investigations, subject to the terms and conditions of this Agreement: (1) the Proposer may only conduct Due Diligence Investigations on those Sites, as listed on Exhibit "A", where Proposer has submitted a proposal in response to the RFP and conceptual approval has been secured as required in the process included as Attachment I to the aforementioned RFP, (2) all insurance certificates required under this Agreement have been received and approved by the Board, (3) the Proposer's proposed schedule for the Due Diligence Investigations has been coordinated with and approved by the Site administrator, including identifying the specific portions of the Sites upon which such Due Diligence Investigations will be conducted, and (4) this Agreement has been executed by the Proposer and Board, and a copy of same has been received by the Board.

This Agreement shall be effective as of the above date ("Effective Date"), and continue and remain in full force and effect covering each of the Sites listed in Exhibit "A" until the earlier of the following occurs: (1) a lease agreement is entered into by the Proposer and the Board for each Site listed on Exhibit "A", and the effective date under each such lease agreement has been reached, or (2) the Proposer and/or the Board make a determination that one or more of the Sites listed in Exhibit "A" are no longer to be pursued as a possible location to site Proposer's telecommunications equipment, as provided for under the process included as Attachment I to the above referenced RFP, at which time only those Sites considered to be potentially viable for the placement of Proposer's telecommunications equipment shall remain as a part of this Agreement.

Notwithstanding the above, the Board, in its sole discretion, may terminate this Agreement at any time, by providing written notice to the Proposer.

This Agreement shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be Miami-Dade County, Florida.

In the event of any litigation between the parties under this Agreement, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the termination or cancellation of this Agreement.

IN WITNESS WHEREOF, the Board and Proposer have caused this Agreement to be executed by their respective and duly authorized officers the day and the year first hereinabove written.

PROPOSER:

_____

By:_____
Print Name:_____
Title:_____

BOARD:
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

By:_____
Alberto M. Carvalho
Superintendent of Schools

TO THE BOARD: APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
School Board Attorney

EXHIBIT "A"

List of Sites

The Sites to be included on this Exhibit "A" to Agreement to Conduct Due Diligence Investigations shall only be those Sites where Proposer has submitted a proposal in response to Request for Proposals No. 058-KK10 and conceptual approval has been secured as required in the process included as Attachment I to the aforementioned RFP.

Name of Site/Reference #	Address