EXHIBIT 8

BIDDER'S SITE ACCESS AGREEMENT

THIS BIDDER'S SITE ACCESS AGREEMENT (herein referred to as "**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 _____ ("**Bidder**"), authorizing Bidder to access a portion of Board-owned property to conduct Due Diligence Investigations (as defined below), directly relating to and limited by the Board's Invitation to Bid No. ITB-16-023-MT – Sale of a Portion of Board-Owned Property Located at N.E. 2 Avenue and N.E. 40 Street ("**ITB**"), incorporated herein by reference. The Board and Bidder are sometimes referred to in this Agreement individually as "**Party**" and collectively as the "**Parties**".

IN CONSIDERATION of the Sum of Ten and No/100 ($10.00) Dollars and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Bidder and the Board hereby agree to the following terms and conditions:

1. DUE DILIGENCE INVESTIGATIONS. Bidder, its agents, employees and representatives shall be authorized to access designated portions of the Board-owned property, located at N.E. 2 Avenue and N.E. 40 Street, situated in Miami-Dade County, Florida, as more particularly described on **Exhibit "A",** attached hereto and made a part hereof ("**Property**"), for a period commencing upon the Effective Date of this Agreement (as defined herein) and ending no later than December 14, 2016, unless such period is extended by the Board or its designee, at the Board's sole discretion ("**Due Diligence Period**"), with the right to obtain, at Bidder's sole cost and expense, an up to date survey of the Property, prepared in accordance with the minimum technical standards imposed by the Florida Board of Land Surveyors and under seal ("**Survey**"), and a Phase I Environmental Site Assessment (collectively, the "**Due Diligence Investigations**"). Bidder, its agents, employees and representatives shall not be authorized to access any other portions of the Board-owned property without the expressed approval of the Board's designee. No testing of any type or nature will be permitted on the Property. Any damage to the Property caused by the Bidder, its contractors, employees or agents, shall be repaired by the Bidder, at the Bidder's expense.

2. SCHEDULE. Prior to accessing the Property to conduct the Due Diligence Investigations, and subject to any other requirements or conditions of this Agreement or the ITB, the Bidder shall provide the Board, or its designee, with a proposed schedule for such work at the Property, 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 Bidder or the Board in connection with Bidder's Due Diligence Investigations shall be at the Bidder's sole cost and expense, and any activities that take place on or immediately adjacent to the Property shall be performed in a manner not to unreasonably interfere with or disrupt the educational activities or operations taking place at the Property.

3. SAFETY CRITERIA; RESTORATION OF SITE. The Bidder's Due Diligence Investigations at the Property shall conform at all times to the safety criteria established with and approved by the Board's designee, and shall neither disrupt or interfere with all of the educational activities or operations taking place at the Property. Such work shall be done in compliance with all applicable rules, statutes, codes and regulations, including, without limitation, as applicable, Florida and Federal laws, School Board Policies, the State Requirements for Educational Facilities, the Florida Building Code, the Jessica Lunsford Act, as the same may be amended from time to time. If the Board, or its designee, requests that the Bidder cease any of its Due Diligence Investigations at the Property due to unreasonable interference with site operations, violation of any applicable rules and regulations or the Board's safety criteria, then Bidder 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 Bidder to continue. At the conclusion of the Due Diligence Investigations, the areas where work was conducted on the Property shall be restored to a safe and secure condition, as good or better as existed prior to any such Due Diligence Investigations, as determined solely by the Board and at the sole cost and expense of the Bidder.

4. INDEMNIFICATIONS. To the fullest extent permitted by law, the Bidder, its agents, contractors, subcontractors, vendors and representatives, shall indemnify and hold harmless the Board, and its employees, members or officers ("**Indemnitees**") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to performance under this Agreement by or on behalf of Bidder, or to the extent caused by negligence, recklessness, or intentional wrongful conduct of Bidder or other persons, agents, contractors, subcontractors, vendors or representatives employed or utilized by Bidder in performance of this Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under this Agreement, the ITB or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to this Agreement otherwise available to Bidder. The remedy provided to the Indemnitees by this indemnification shall survive this Agreement. The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to require Bidder to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be

deemed modified so that Bidder shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the Parties hereto.

In addition, Bidder, its agents, contractors, subcontractors, vendors and representatives further covenant and agree, at their own expense, and upon written request by the Board, to defend any suit, action or demand brought against the Board on any claim or demand arising out of, resulting from or incidental to the Due Diligence Investigations or this Agreement.

This provision shall survive the expiration, cancellation or early termination of this Agreement.

5. PROOF OF INSURANCE. In addition, on or before the Effective Date of this Agreement (as defined below), the Bidder as well as any entity completing the Due Diligence Investigations on the Property for the Bidder, will be required to provide the Board with insurance certificates which evidence insurance coverages and limits meeting, at a minimum, the following requirements:

A. Workers' Compensation/Employer's Liability Insurance.

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Board on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"
Part Two: $ 1,000,000 Each Accident
$ 1,000,000 Disease - Policy Limit
$ 1,000,000 Disease - Each Employee

B. Commercial General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$ 2,000,000 General Aggregate
$ 2,000,000 Products/Completed Operations Aggregate
$ 1,000,000 Personal and Advertising Injury
$ 1,000,000 Each Occurrence

Bidder shall name the Board as an additional insured on a form no more restrictive than the ISO Form CG 20 10.

C. Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of this Agreement. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$ 1,000,000 Each Occurrence - Bodily Injury and Property

The insurance provided by the Bidder shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Board shall be in excess of, and shall not contribute with, the insurance provided by the Bidder.

Compliance with these insurance requirements shall not limit the liability of the Bidder. Any remedy provided to the Board by the insurance provided by the Board shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Bidder) available to the Board under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by the Bidder shall relieve the Bidder responsibility to provide insurance as required by this Agreement.

The Board and its members, officers, employees, and agent shall be named an additional insured on all liability coverages except Workers' Compensation Insurance.

6. CONDITIONS PRECEDENT. The following shall be conditions precedent to commencement of Bidder's Due Diligence Investigations at the Property, subject to the terms and conditions of this Agreement: (1) Bidder has been deemed the Successful Bidder in response to the ITB, (2) all insurance certificates required under this Agreement have been received and approved by the Board, (3) the Bidder's proposed schedule for the Due Diligence Investigations at the Property has been coordinated with and approved by the Board's designee, including identifying the specific portions of the Property which need to be accessed for such Due Diligence Investigations, and (4) this Agreement has been duly executed by the Bidder and Board (collectively, the "**Conditions Precedent to Access**"). Notwithstanding anything to the contrary in this Agreement or the ITB, the Bidder acknowledges and agrees that neither the Bidder nor the Bidder's agents, employees, vendors, contractors, subcontractors, consultants or representatives may access the Property to conduct its Due Diligence Investigations until Bidder has completed all

Conditions Precedent to Access, to the Board's satisfaction, and the Board or designee has notified the Bidder in writing that it may proceed to access the Property to conduct the Due Diligence Investigations.

7. NOTICES. All notices or communications under this Agreement by either Party to the other shall be sufficiently given or delivered if dispatched by (1) certified U.S. mail, postage pre-paid, return receipt requested, (2) hand delivery, (3) Federal Express or other comparable overnight mail service, (4) telephone facsimile transmission with transmission receipt, or (5) electronic mail to the following addresses, or as the same may be changed in writing from time to time:

In the case of notice or communication to the Board:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools
Planning, Design and Sustainability
Attention: Deputy Facilities and Eco-Sustainability Officer
1450 N.E. Second Avenue, Room 525
Miami, Florida 33132
Fax: 305-995-4760
E-mail: arijo@dadeschools.net

With a copy to:

The School Board of Miami-Dade County, Florida
School Board Attorney's Office
1450 NE 2nd Avenue, #400
Miami, FL 33132
Attn: School Board Attorney
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net

In the case of notice or communication to the Bidder:

_____
_____

Attention:_____
_____
_____
Fax:_____
E-mail:_____

With a copy to:

_____
Attention:_____
_____
_____
Fax:_____
E-mail:_____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. "**Day**" as used in this Agreement shall be defined as calendar day, unless otherwise provided. Counsel for the Board and counsel for the Bidder may deliver Notice on behalf of the Board and Bidder, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties of any change in name or address to which Notices shall be sent by providing the same pursuant to this provision.

8. ENTIRE AGREEMENT. This Agreement, the ITB and all attachments thereto, any and all documentation relating to the issuance of said ITB and those agreements contemplated herein to be entered into in the future and all attachments thereto, as all may be amended, shall constitute the entire agreement by and between the Parties.

9. SEVERABILITY. In the event any provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

10. EFFECTIVE DATE; TERMINATION. This Agreement shall be effective upon the date on which the last of the Parties initials and/or executes this Agreement ("**Effective Date**"), and continue and remain in full force and effect covering the Property until the sooner of the following occurs: (1) the Bidder notifies the Board that it has completed its Due Diligence Investigations at

the Property, or (2) December 14, 2016, unless such date is extended by the Board or its designee, at the Board's sole discretion.

Notwithstanding the above, the Board may terminate this Agreement at any time by providing written notice to the Bidder.

Time is of the essence for all provisions of this Agreement.

11. CONTROLLING LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida and School Board Policies, and venue, in the event of a dispute, shall be in Miami-Dade County.

12. ATTORNEY'S FEES AND COSTS. 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, alternative dispute resolutions and appellate levels. The provisions of this section shall survive the expiration, early termination or cancellation of this Agreement.

13. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

14. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgments pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[INDIVIDUAL SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Board and Bidder have caused this Agreement to be executed by their respective and duly authorized officers the day on which the last of the Parties signs this Agreement as set forth below.

WITNESSES AS TO THE BOARD:

_____
Print Name:_____

_____
Print Name:_____

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

By:_____
Alberto M. Carvalho
Superintendent of Schools
Date:_____

RECOMMENDED:

_____
Jaime G. Torrens
Chief Facilities Officer
Date:_____

TO THE BOARD: APPROVED AS TO RISK MANAGEMENT ISSUES:

_____
Office of Risk and Benefits Management
Date: _____

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

_____
School Board Attorney
Date:_____

WITNESSES AS TO THE BIDDER:

BIDDER:

_____

_____
Print Name:_____

By:_____
Name:_____
Title:_____
Date:_____

_____
Print Name:_____

EXHIBIT "A"

Description of the Property:

Location: N.E. 2 Avenue and N.E. 40 Street, Miami-Dade County, Florida

Folio Number: Portion of: 01-3219-014-0011

Legal description:

Lots 5, 6, 7 and 8 and a portion of a 10 foot Alley which lies East of the aforesaid Lots, according to the PLAT SHOWING RESUBDIVISION OF LOTS 4-5-6 & 7 OF SECOND AMENDED PLAT OF MAGNOLIA PARK, according to the Plat thereof, recorded in Plat Book 4, Page 150 of the Public Records of Miami-Dade County, Florida.

Containing 18,485 square feet or 0.424 acres more or less.