



State of Oklahoma  
Office of Management and Enterprise Services  
Division of Capital Assets Management  
Real Estate and Leasing Services

Lease Agreement

THIS LEASE AGREEMENT is made and entered into this 1st day of July, between BOA Building, LLC, their successor(s) and/or assigns, hereinafter called the LESSOR, and THE STATE OF OKLAHOMA, by and through its OKLAHOMA OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES, DIVISION OF CAPITAL ASSETS MANAGEMENT (DCAM), on behalf of the Oklahoma Office of the Attorney General, hereinafter called the LESSEE.

WITNESSETH: The parties hereto, for consideration hereinafter stated, do covenant and agree to the following, to-wit:

1. **PREMISES.** The LESSOR hereby leases to the LESSEE the following described premises:

(Room/Suite, and Street Address): 15 West ~~Fifth~~ Street *5th*  
 (City, State and Zip): Tulsa, OK 74119  
 (Legal Description & Building Name): BOA Building, LLC. All of Lot Four (4), and the south seventy (70) feet of Lot Five (5), Bloc One Forty Nine (149), Original Town, Now City of Tulsa, Tulsa County, State of Oklahoma, according to the Official Plat thereof.

Consisting of Approximately 10,357 Rentable Square Feet of space to be used by the LESSEE for general office purposes. The leased premises are shown on the floor plan, signed and dated by LESSOR, attached to this Lease Agreement as "Attachment A."

- 2. **TERM.** This lease shall begin on the 1st day of October, 2014 and end on the 30th day of September, 2015. LESSEE shall have the right to extend the lease for five (5) successive one (1) year periods.
- 3. **RENT.** The LESSEE shall pay the LESSOR the amount of \$11,867.40 per MONTH for a TOTAL of \$142,408.80 annually, as rental for the above described premises for the term of this Lease Agreement, payable in arrears in equal monthly installments in accordance with statutory requirements and upon proper presentation of invoicing from the LESSOR. The LESSEE shall not be obligated to pay rent for any period prior to the time that the facility is occupied by the LESSEE.
- 4. **UTILITIES AND SERVICES.** The LESSOR will provide the following utilities and services during the occupancy of said premises under the terms of this Lease: (LESSOR must initial each service which will NOT be provided.)

_____ Electricity	_____ Janitorial Services & Supplies-5 days/wk (or <u>5</u> days/wk)
_____ Gas	_____ Snow and Ice Removal
_____ Water & Sewer	_____ Trash Removal
_____ General Lawn Care	_____ Building Security
	_____ Pest Control

5. **MAINTENANCE, REPAIR, IMPROVEMENTS, EQUIPMENT, SERVICES.**

- a. It is agreed and understood that the leased premises shall be equipped with necessary window treatments, fixtures for adequate lighting, electrical wiring and outlets, plumbing facilities to include hot and cold water, and central vented heat and refrigerated air-conditioning adequate to maintain air temperature between 68 and 74 degrees during normal hours of operation, unless otherwise specified in this Lease Agreement, and such other times as may be determined by the LESSEE.
- b. LESSOR agrees to keep, repair and maintain, at LESSOR'S expense, the leased premises and all plumbing, heating, air conditioning, roof structure, electrical and mechanical devices, sidewalks, passageways in common areas, parking surfaces, appliances, and equipment belonging to the LESSOR, of every kind or nature located upon or serving the leased premises, in good repair, condition, and working order, suitable to the purpose and use for which LESSEE has leased these premises. This shall include the replacement of lamps, tubes, ballasts, broken or stained ceiling tiles, and replacement of carpet and painting of the premises as needed due to normal wear and tear. As used herein, the word "repair" shall mean and include replacement of broken or cracked glass, unless through the fault of the LESSEE.
- c. The LESSOR shall be responsible for all costs incurred for any Government, State, or City inspections required for LESSEE'S occupancy.
- d. If the LESSOR provides supplemental air conditioning, it shall be maintained and climatically controlled at a temperature level determined necessary by the LESSEE and shall be operated twenty-four hours per day, seven days per week.
- e. LESSOR shall provide LESSEE with keys to the entrances and exits and all locking doors within the leased premises.



- f. The LESSOR shall provide four (4) parking spaces in the executive garage provided in the lease rate and five (5) additional parking spaces on the 8<sup>th</sup> level of the garage for Lessee's fleet vehicles at a parking rate of \$55/space, then up to ten (10) additional spaces available at market rate sufficient for the LESSEE'S employees during the term of the Lease.
  - g. Exterior lighting shall be furnished by LESSOR as necessary for security.
  - h. LESSOR shall provide and install all telephone and data conduit preparation necessary per telephone company specifications and/or building codes. The LESSEE shall provide telephone wiring from the telephone equipment room to the telephone instruments and may contract with another party for this purpose, or may use existing wiring if available. Upon LESSEE vacating the premises, any data or telephone cabling services remaining in the building shall be considered abandoned by LESSEE.
  - i. For the purpose of maintaining the premises, the LESSOR reserves the right to enter and inspect the premises at reasonable times and to make the necessary repairs to the leased premises.
  - j. LESSOR shall maintain a quiet environment by ensuring other tenants of the building do not create noises or engage in any other activity on the leased premises that may be disruptive to LESSEE.
  - k. It is further understood and agreed that if the LESSOR does not maintain the premises and all appurtenances, as required in this agreement, in good repair, reasonable wear and tear excepted, the LESSEE shall notify the LESSOR in writing, by certified mail, of LESSOR'S deficiency in maintaining the leased premises.
    - (1) If LESSOR fails to take steps to remedy the deficiencies identified by the LESSEE within ninety (90) days after proper notice has been mailed to the LESSOR, the LESSEE, at its option, may either (a) correct such deficiencies, and deduct the cost from future rental installment(s) or collect from the LESSOR in any manner provided by law; or (b) withhold rental payments until deficiencies are corrected
    - (2) Should any equipment fail, or repairs fail to be made by LESSOR, which render the leased premises unfit for occupancy by the LESSEE and unsuitable for the intended purpose, the LESSEE may, after giving the LESSOR written notice of the failure, either (a) if repairs are not made within 30 days may reduce or withhold lease payments on a pro rata basis for that period of time for which the leased premises were not occupied; (b) If repairs are not made within 30 days may terminate this Lease and vacate the leased premises with no further obligations by the LESSEE to the LESSOR; or (c) if not repaired within 30 days have the deficiencies, repaired, or replaced and may either (i) deduct the cost from future rent installments; (ii) collect such cost from LESSOR in any manner provided by law; or (iii) withhold rental payments until deficiencies are corrected.
  - l. LESSEE is prohibited from making permanent improvements to non state-owned property and cannot legally incur any cost for permanent improvements made to the leased premises.
  - m. LESSEE may install data and telephone cabling/services and modular panels prior to occupancy of the space with the express approval of the Lessor, and at no additional cost to the Lessor and the understanding that it must not interfere with the LESSOR'S remodeling of said space.
  - n. The LESSOR shall provide the LESSEE with adequate written notification of any need to shut down any utility, serving the leased premises.
  - o. LESSEE agrees to use the leased premises for the purposes stated above and to exercise reasonable diligence in the use of the leased premises. Further, LESSEE agrees, upon vacancy of the leased premises, to return the leased premises to the LESSOR in as good a condition as when originally leased, ordinary wear and tear excepted.
6. **JANITORIAL SERVICES.** The LESSOR shall provide janitorial services per the following specifications unless otherwise specified in Section 4 of this Lease Agreement. If janitorial services will be provided less than five days per week in accordance with Section 4 of this Lease Agreement, items a-e below shall be adjusted and provided accordingly.
- a. Daily removal of waste and refuse, and replacement of trash liners as necessary.
  - b. Daily mopping and sanitation with germicidal detergent of rest rooms.
  - c. Floors swept or vacuumed daily unless otherwise specified in Section 14 of this Lease Agreement.
  - d. Hard surface floors spot mopped daily and mopped at least once per week.
  - e. Daily sanitation with germicidal detergent of break rooms and coffee bars.
  - f. Carpets spot cleaned as needed and steam cleaned annually or as needed.
  - g. Soap and paper products furnished in all rest rooms and break rooms at all times.
  - h. Interior and exterior windows washed annually.
  - i. Hard floors waxed and polished quarterly or as needed.
  - j. Window coverings, floor base, wood trim, light fixtures, light lens, air vents, and walls cleaned twice annually.
7. **LAWS, CODES, ORDINANCES, RULES, REGULATIONS.** Both LESSOR and LESSEE shall be responsible for compliance with all applicable federal, state and local laws, codes, ordinances, rules, and regulations pertaining to health, safety, fire, and public welfare. Furthermore, the State Fire Marshal, or applicable City Fire Marshal, must inspect the facility prior to the initial occupancy, acquisition of additional space, or renovation of existing space, and/or approve building plans for new construction, for compliance with the Life Safety Code, Fire Prevention Code, and National Fire Protection Association Standards, and shall provide a written report of said inspection or signed floor plan, as "Attachment B".

8. **CASUALTY DAMAGE.** It is mutually agreed between the LESSOR and LESSEE that if the building and premises shall be slightly damaged by fire or any other cause or causes, the LESSOR shall reasonably repair the building and premises. If the space cannot be fully utilized by LESSEE after sixty (60) days during the time of the repair, lease payments required under this Lease Agreement shall either be reduced or withheld on a pro rata basis in accordance with the amount of space available for use by the LESSEE. If the building and premises are unfit for occupancy by the LESSEE as a result of damage by fire or any other cause or causes after ninety (90) days, this Lease Agreement may be terminated upon 30 days notice, and the LESSEE may vacate the premises with no further obligation to the LESSOR under the Lease Agreement from the date that the premises were damaged.
9. **LESSOR'S LIABILITY INSURANCE.** The LESSOR shall maintain general liability insurance in an amount no less than \$1,000,000.00 per occurrence during the term of the Lease Agreement or any renewals of the Lease Agreement, unless a greater amount is specified by the LESSEE in Section 14 of this Lease Agreement. There shall be no cancellation, material change, or intent not to renew insurance coverage without 30 days prior notice to LESSEE. LESSOR shall furnish to LESSEE an original Certificate of Insurance naming the Certificate Holder as follows: State of Oklahoma, Oklahoma Office of Management and Enterprise Services, Division of Capital Assets Management, Real Estate and Leasing Services Office, 2401 N. Lincoln Boulevard, PO Box 53448, Oklahoma City, Oklahoma 73152. The Certificate of Insurance shall be attached to this Lease Agreement as "Attachment C". A valid Certificate of Insurance shall be provided to LESSEE as changes occur or on an annual basis throughout the term of this Lease Agreement or any renewals of this Lease Agreement.
10. **LESSEE LIABILITY INSURANCE.** The LESSEE shall maintain insurance or self-insurance covering LESSEE'S contents and liability through the Risk Management Program established by 74 O.S. § 85.58 et seq. and administered by the Oklahoma Office of Management and Enterprise Services, Division of Capital Assets Management. Liability self-insurance shall correspond directly with 51 O.S. §151, et seq. LESSEE shall provide LESSOR with proof of Self Insurance upon request. Subject to and in accordance with the provisions of the Governmental Tort Claims Act, LESSEE shall be responsible for damages to the premises caused by LESSEE or LESSEE'S employees, invitees, representatives, or agents.
11. **LESSEE'S PERSONAL PROPERTY.** LESSEE shall be responsible for all personal property, equipment or fixtures placed in or on the premises by LESSEE or its agents, employees, or invitees, and all personal property, equipment or fixtures shall remain the property of LESSEE, and may be removed by the LESSEE without penalty. LESSOR shall be responsible for damages or loss of LESSEE'S personal property, equipment, and fixtures if and to the extent caused as a result of a failure of the building systems or LESSOR'S negligence.
12. **OPTION TO RENEW.** The LESSEE shall have the option to renew the term of this Lease Agreement for 5 additional twelve-month periods on the same terms and conditions contained in this Lease Agreement by providing LESSOR written notice prior to expiration of the respective term.
13. **SPECIAL TERMS AND CONDITIONS.** This Lease Agreement is subject to the terms, conditions, modifications, additions, and deletions listed below or attached hereto:
- a. Any changes made to the attached floor plan must be preauthorized by the Oklahoma Office of Management and Enterprise Services, Division of Capital Assets Management and mutually agreed upon by the LESSOR and LESSEE. If a change is made to a wall configuration, which is not in accordance to the attached floor plan and is not authorized by the Oklahoma Office of Management and Enterprise Services, Division of Capital Assets Management, the LESSOR shall be responsible for altering the space to comply with the floor plan and for all associated costs.
  - b. The leased space is intended to be complete and finished in all respects, and commonly used items necessary for completion, which have not been specifically indicated by these minimum outline specifications, shall be considered to be reasonably implied. Materials, workmanship, and existing conditions not specifically mentioned shall be assumed to be the best in common use as standard practice of the trades involved.
14. **SUBLET OR TRANSFER.** The LESSOR hereby agrees that the LESSEE may sublet the leased premises to another state agency or occupying division, so long as written notice is provided to the LESSOR, the LESSEE remains the primary tenant and the SUBLESSEE is a similar type agency. Further, in the event that the LESSEE is transferred to another state agency or, by an act of the Oklahoma State Legislature becomes an independent state agency, the LESSOR hereby agrees to transfer this Lease Agreement, and all terms and conditions thereof, to the recipient state agency. If the Oklahoma Office of Management and Enterprise Services, Division of Capital Assets Management determines that it is in the best interest of the recipient state agency to enter into a new Lease Agreement with the LESSOR, the LESSOR hereby agrees that the terms and conditions of said Lease Agreement shall include the same terms and conditions as the current Lease Agreement, and any amendments thereof, including the transfer of any options remaining on the current Lease Agreement.
15. **ASBESTOS.** Prior to initial occupancy, the premises shall be inspected by the appropriate State of Oklahoma regulatory agency for the presence of friable asbestos as defined in 40 O.S., §451-457. Written documentation of the inspection is attached to this Lease Agreement as "Attachment D". Re-inspection of the premises will not be necessary after initial occupancy unless recommended by the appropriate State of Oklahoma regulatory agency or the Oklahoma Office of Management and Enterprise Services, Division of Capital Assets Management.

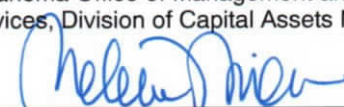


- 16. **AMERICANS WITH DISABILITIES ACT (A.D.A).** The LESSOR shall be responsible for compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336) and all amendments and requirements imposed by the regulations issued pursuant to that act, as mutually agreed upon between the LESSOR and LESSEE so as to adequately meet the LESSEE'S A.D.A. requirements.
- 17. **HEALTH AND SAFETY STANDARDS.** The LESSOR and LESSEE shall adhere to the requirements of the Oklahoma Occupational and Safety Standards Act of 1970, as defined in 40 O.S. §401-424.
- 18. **AD VALOREM TAX DOCUMENTATION.** The LESSOR shall pay and keep current all ad valorem taxes, special assessments, liens or any other items that may be charged against the leased premises. The LESSOR shall provide certified documentation of payment of current ad valorem taxes for the leased premises on an annual basis throughout the term of this Lease Agreement, or any renewals thereof, attached to this Lease Agreement as "Attachment E".
- 19. **CHANGE OF OWNERSHIP.** The LESSOR shall be responsible for notifying the LESSEE of any transfer of ownership of the leased premises within 30 days. Further, the LESSOR and Transferee shall provide a fully executed "Notice of Change of Lessor" form (DCAM/LEASING - FORM 289-F) to the Oklahoma Office of Management and Enterprise Services, Division of Capital Assets Management. Rental payments to the new LESSOR will not be made until such fully executed form is received and processed by the Oklahoma Office of Management and Enterprise Services, Division of Capital Assets Management.
- 20. **OWNERSHIP/FINANCIAL INTEREST.** The LESSOR attests that no person holding an ownership or other financial interest to the leased premises is a state employee or current member of the Oklahoma State Legislature who is not in compliance as set out in the Ethics Commission Rules, specifically 74 O.S., Ch. 62, App. §§ 257; 20-1-6 through 257; 20-1-10. Further the LESSOR attests that if a former member of the Oklahoma State Legislature holds ownership or other financial interest in the leased premises, the execution of said Lease Agreement will not violate any provisions of the Oklahoma Constitution, as certified on the attached "Contract Non-Collusion Certification."
- 21. **MODIFICATION.** This Lease Agreement shall not be modified, altered or amended except by written agreement executed by the parties to this agreement with the same formality as this agreement.

This Lease Agreement shall not be effective or binding until signed by the LESSOR, LESSEE and the OKLAHOMA OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES, DIVISION OF CAPITAL ASSETS MANAGEMENT.

LESSOR: <u>BOA Building, LLC</u> (Type or Print) By:  (Signature) <u>John A. Price, President, Kanbar Property Management, LLC</u> (Print Name and Title) Date: <u>7/28/14</u>	LESSEE: <u>Oklahoma Office of the Attorney General</u> (Type or Print) By:  (Signature) <u>Tom Bates, First Assistant Attorney General</u> (Print Name and Title) Date: <u>9-24-14</u>
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State of Oklahoma, by and through its  
 Oklahoma Office of Management and Enterprise  
 Services, Division of Capital Assets Management

  
 \_\_\_\_\_  
 DCAM Administrator or State Leasing Administrator

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**Contract Non-Collusion  
Certification**

In accordance with 74 O.S. §85.22, any contract executed by the State shall contain the following certification:

John A. Price \_\_\_\_\_, for purposes of entering into a lease contract with the State, do hereby certify:

1. I am the duly authorized agent of Kanbar Properties, Inc, Manager of BOA Building, LLC \_\_\_\_\_, the LESSOR under the contract, which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract;
2. I am fully aware of the facts and circumstances surrounding the making of the contract, to which this statement is attached and have been personally and directly involved in the proceedings leading to the procurement of said contract;
3. Neither the LESSOR nor anyone subject to the LESSOR'S direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other things of value, either directly or indirectly, in procuring the contract to which this statement is attached;
4. No person who has been involved in any manner in the development of the contract to which this statement is attached while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under this contract;
5. That no person holding an ownership or other financial interest to the leased premises is a state employee or current member of the Oklahoma State Legislature, as provided for in the Oklahoma Ethics Commission Rules, specifically 74 O.S., Ch. 62, App., Standard 257:20-1-1 through 257:20-1-13; and,
6. I further certify that if a former member of the Oklahoma State Legislature holds ownership or other financial interest in the real property, the execution of the Lease Agreement will not violate any provisions of the Oklahoma Constitution.

John A. Price  
Name (PRINT) \_\_\_\_\_

Signature \_\_\_\_\_

President, Kanbar Property Management, LLC  
Title (PRINT) \_\_\_\_\_

Date \_\_\_\_\_

**LESSOR INFORMATION: (Must be completed)**

Firm/Name: BOA Building, LLC  
Address: 15 East Fifth Street, Suite 400  
City/State: Tulsa, OK 74119  
Phone: 918-581-3300  
Soc. Sec./FEI #: 071-22-1577

The State of Oklahoma does not enter into contracts or other arrangements that have the effect of subjecting its citizens or employees to discrimination because of race, color, national origin, sex or disability. All vendors of the State of Oklahoma must comply with state and federal laws prohibiting discrimination, including, but not limited to, the Civil Rights Acts of 1964 and 1991 and the Americans with Disabilities Act of 1990.

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## FIRE ALARM AND EMERGENCY COMMUNICATION SYSTEM RECORD OF COMPLETION

To be completed by the system installation contractor at the time of system acceptance and approval.  
It shall be permitted to modify this form as needed to provide a more complete and/or clear record.

Insert N/A in all unused lines.

Attach additional sheets, data, or calculations as necessary to provide a complete record.

### 1. PROPERTY INFORMATION

Name of property: Bank of America Center, 10<sup>th</sup> Floor Renovation  
Address: 15 West 6<sup>th</sup> Street 10<sup>th</sup> Floor  
Description of property: Building Offices  
Occupancy type: B Business  
Name of property representative: Charles Henson (Lead Engineer)  
Address: 15 West 6<sup>th</sup> Street Suite 802  
Phone: (918) 606-8025 (cell)      Fax: (918) 582-0930      E-mail: chanson@kanbarproperties.com  
Authority having jurisdiction over this property: Tulsa Assistant Fire Marshal Bill Lind  
Phone: (918) 697-9883      Fax: (918) 596-9383      E-mail: www.cityoftulsa.org

### 2. INSTALLATION, SERVICE, AND TESTING CONTRACTOR INFORMATION

Installation contractor for this equipment: SimplexGrinnell  
Address: 6111 New Sapulpa Road  
License or certification number: Oklahoma License #0731  
Phone: (918) 582-6121      Fax: (918) 582-6207      E-mail: Simplexgrinnell.com  
Service organization for this equipment: SimplexGrinnell  
Address: 6111 New Sapulpa Road  
License or certification number: 0731  
Phone: (918) 582-6121      Fax: (918) 582-6207      E-mail: Simplexgrinnell.com  
A contract for test and inspection in accordance with NFPA standards is in effect as of: N/A  
Contracted testing company: N/A  
Address: N/A  
Phone: N/A      Fax: N/A      E-mail: N/A  
Contract expires: N/A      Contract number: N/A      Frequency of routine inspections: N/A

### 3. DESCRIPTION OF SYSTEM OR SERVICE

- Fire alarm system (nonvoice)  
 Fire alarm with in-building fire emergency voice alarm communication system (EVACS)  
 Mass notification system (MNS)  
 Combination system, with the following components:

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NFPA 72, Fig. 10.18.2.1.1 (p. 1 of 13)

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- Fire alarm   
  EVACS   
  MNS   
  Two-way, in-building, emergency communication system  
 Other (specify): N/A

**3. DESCRIPTION OF SYSTEM OR SERVICE (continued)**

NFPA 72 edition: 2009 Additional description of system(s): IFC 2009

**3.1 Control Unit**

Manufacturer: Simplex Model number: 4009

**3.2 Mass Notification System**

This system does not incorporate an MNS

**3.2.1 System Type:**

- In-building MNS—combination  
 In-building MNS—stand-alone   
  Wide-area MNS   
  Distributed recipient MNS  
 Other (specify): N/A

**3.2.2 System Features:**

- Combination fire alarm/MNS   
  MNS ACU only   
  Wide-area MNS to regional national alerting interface  
 Local operating console (LOC)   
  Direct recipient MNS (DRMNS)   
  Wide-area MNS to DRMNS interface  
 Wide-area MNS to high-power speaker array (HPSA) interface   
  In-building MNS to wide-area MNS interface  
 Other (specify): N/A

**3.3 System Documentation**

An owner's manual, a copy of the manufacturer's instructions, a written sequence of operation, and a copy of the numbered record drawings are stored on site. Location: N/A

**3.4 System Software**

This system does not have alterable site-specific software.

Operating system (executive) software revision level: 1.03.05

Site-specific software revision date: N/A Revision completed by: Jake Palmer

A copy of the site-specific software is stored on site. Location: SimplexGrinnell Network (P drive)

**3.5 Off-Premises Signal Transmission**

This system does not have off-premises transmission.

Name of organization receiving alarm signals with phone numbers:

Alarm: <u>SimplexGrinnell</u>	Phone: <u>(888) 746-7539</u>
Supervisory: <u>SimplexGrinnell</u>	Phone: <u>(888) 746-7539</u>
Trouble: <u>SimplexGrinnell</u>	Phone: <u>(888) 746-7539</u>
Entity to which alarms are retransmitted: <u>SimplexGrinnell</u>	Phone: <u>(888) 746-7539</u>
Method of retransmission: <u>DACT</u>	

If Chapter 26, specify the means of transmission from the protected premises to the supervising station:

DACT

If Chapter 27, specify the type of auxiliary alarm system:   
 Local energy   
 Shunt   
 Wired   
 Wireless

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NFPA 72, Fig. 10.18.2.1.1 (p. 2 of 13)

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#### 4. CIRCUITS AND PATHWAYS

##### 4.1 Signaling Line Pathways

###### 4.1.1 Pathways Class Designations and Survivability

Pathways class: 3 Survivability level: N/A Quantity: N/A  
(See NFPA 72, Sections 12.3 and 12.4)

###### 4.1.2 Engine-Driven Generator

Quantity: N/A Description: N/A

###### 4.1.3 Device Power Pathways

- No separate power pathways from the signaling line pathway
- Power pathways are separate but of the same pathway classification as the signaling line pathway
- Power pathways are separate and different classification from the signaling line pathway

###### 4.1.4 Isolation Modules

Quantity: N/A

##### 4.2 Alarm Initiating Device Pathways

###### 4.2.1 Pathways Class Designations and Survivability

Pathways class: B Survivability level: N/A Quantity: 1  
(See NFPA 72, Sections 12.3 and 12.4)

###### 4.2.2 Pathways Utilizing Two or More Media

Quantity: N/A Description: N/A

###### 4.2.3 Device Power Pathways

- No separate power pathways from the initiating device pathway
- Power pathways are separate but of the same pathway classification as the initiating device pathway
- Power pathways are separate and different classification from the initiating device pathway

##### 4.3 Non-Voice Audible System Pathways

###### 4.3.1 Pathways Class Designations and Survivability

Pathways class: N/A Survivability level: N/A Quantity: N/A  
(See NFPA 72, Sections 12.3 and 12.4)

###### 4.3.2 Pathways Utilizing Two or More Media

Quantity: N/A Description: N/A

###### 4.3.3 Device Power Pathways

- No separate power pathways from the notification appliance pathway
- Power pathways are separate but of the same pathway classification as the notification appliance pathway
- Power pathways are separate and different classification from the notification appliance pathway

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NFPA 72, Fig. 10.18.2.1.1 (p. 3 of 13)



**5. ALARM INITIATING DEVICES**

**5.1 Manual Initiating Devices**

**5.1.1 Manual Fire Alarm Boxes**

This system does not have manual fire alarm boxes.

Type and number of devices: Addressable: 3 Conventional: N/A Coded: N/A Transmitter: N/A

Other (specify): N/A

**5.1.2 Other Alarm Boxes**

This system does not have other alarm boxes.

Description: N/A

Type and number of devices: Addressable: N/A Conventional: N/A Coded: N/A Transmitter: N/A

Other (specify): N/A

**5.2 Automatic Initiating Devices**

**5.2.1 Smoke Detectors**

This system does not have smoke detectors.

Type and number of devices: Addressable: 3 Conventional: N/A

Other (specify): N/A

Type of coverage:  Complete area  Partial area  Nonrequired partial area

Other (specify): \_\_\_\_\_

Type of smoke detector sensing technology:  Ionization  Photoelectric  Multicriteria  Aspirating  Beam

Other (specify): N/A

**5.2.2 Duct Smoke Detectors**

This system does not have alarm-causing duct smoke detectors.

Type and number of devices: Addressable: N/A Conventional: N/A

Other (specify): N/A

Type of coverage: N/A

Type of smoke detector sensing technology:  Ionization  Photoelectric  Aspirating  Beam

**5.2.3 Radiant Energy (Flame) Detectors**

This system does not have radiant energy detectors.

Type and number of devices: Addressable: N/A Conventional: N/A

Other (specify): N/A

Type of coverage: N/A

**5.2.4 Gas Detectors**

This system does not have gas detectors.

Type of detector(s): N/A

Number of devices: Addressable: N/A Conventional: N/A

Type of coverage: N/A

**5.2.5 Heat Detectors**

This system does not have heat detectors.

Type and number of devices: Addressable: N/A Conventional: N/A

Type of coverage:  Complete area  Partial area  Nonrequired partial area  Linear  Spot

Type of heat detector sensing technology:  Fixed temperature  Rate-of-rise  Rate compensated

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NFPA 72, Fig. 10.18.2.1.1 (p. 4 of 13)

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**5. ALARM INITIATING DEVICES (continued)**

**5.2.6 Addressable Monitoring Modules**

This system does not have monitoring modules.

Number of devices: N/A

**5.2.7 Waterflow Alarm Devices**

This system does not have waterflow alarm devices.

Type and number of devices: Addressable: 1 Conventional: N/A Coded: N/A Transmitter: N/A

**5.2.8 Alarm Verification**

This system does not incorporate alarm verification.

Number of devices subject to alarm verification: N/A Alarm verification set for: N/A seconds

**5.2.9 Presignal**

This system does not incorporate pre-signal.

Number of devices subject to presignal: N/A

Describe presignal functions: N/A

**5.2.10 Positive Alarm Sequence (PAS)**

This system does not incorporate PAS.

Describe PAS: N/A

**5.2.11 Other Initiating Devices**

This system does not have other initiating devices.

Describe: N/A

**6. SUPERVISORY SIGNAL-INITIATING DEVICES**

**6.1 Sprinkler System Supervisory Devices**

This system does not have sprinkler supervisory devices.

Type and number of devices: Addressable: 1 Conventional: N/A Coded: N/A Transmitter: N/A

Other (specify): N/A

**6.2 Fire Pump Description and Supervisory Devices**

This system does not have a fire pump.

Type fire pump:  Electric pump  Engine

Type and number of devices: Addressable: N/A Conventional: N/A Coded: N/A Transmitter: N/A

Other (specify): N/A

**6.2.1 Fire Pump Functions Supervised**

Power  Running  Phase reversal  Selector switch not in auto  Engine or control panel trouble  Low fuel

Other (specify): N/A

**6.3 Duct Smoke Detectors (DSDs)**

This system does not have DSDs causing supervisory signals.

Type and number of devices: Addressable: 5 Conventional: N/A

Other (specify): N/A

Type of coverage: Area

Type of smoke detector sensing technology:  Ionization  Photoelectric  Aspirating  Beam

**6.4 Other Supervisory Devices**

This system does not have other supervisory devices.

Describe: N/A

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NFPA 72, Fig. 10.18.2.1.1 (p. 5 of 13)

**7. MONITORED SYSTEMS**

**7.1 Engine-Driven Generator**

This system does not have a generator.

**7.1.1 Generator Functions Supervised**

Engine or control panel trouble     Generator running     Selector switch not in auto     Low fuel  
 Other (specify): N/A

**7.2 Special Hazard Suppression Systems**

This system does not monitor special hazard systems.

Description of special hazard system(s): N/A

**7.3 Other Monitoring Systems**

This system does not monitor other systems.

Description of special hazard system(s): N/A

**8. ANNUNCIATORS**

This system does not have annunciators.

Location 1: N/A

Location 2: N/A

Location 3: N/A

**9. ALARM NOTIFICATION APPLIANCES**

**9.1 In-Building Fire Emergency Voice Alarm Communication System**

This system does not have a fire pump.

Number of single voice alarm channels: 1

Number of multiple voice alarm channels: N/A

Number of speakers: 27

Number of speaker circuits: 1

Location of amplification and sound-processing equipment: In the Main Fire Alarm Control Panel 8<sup>th</sup> Floor

Location of paging microphone stations:

Location 1: In the Main Fire Control Panel

Location 2: N/A

Location 3: N/A

**9.2 Nonvoice Notification Appliances**

This system does not have nonvoice notification appliances.

Horns: N/A

With visible: N/A

Speakers: 27

With visible: 18

Chimes: N/A

With visible: N/A

Visible only: N/A

Other (describe): N/A

**9.3 Notification Appliance Power Extender Panels**

This system does not have power extender panels.

Quantity: 1

Locations: AHU Mechanical Room 10<sup>th</sup> Floor

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**10. MASS NOTIFICATION CONTROLS, APPLIANCES, AND CIRCUITS**  This system does not have an MNS.

**10.1 MNS Local Operating Consoles**

Location 1: N/A

Location 2: N/A

Location 3: N/A

**10.2 High-Power Speaker Arrays**

Number of HPSA speaker initiation zones: N/A

Location 1: N/A

Location 2: N/A

Location 3: N/A

**10.3 Mass Notification Devices**

Combination fire alarm/MNS visible appliances: N/A MNS-only visible appliances: N/A

Textual signs: N/A Other (describe): N/A

Supervision class: N/A

**10.3.1 Special Hazard Notification**

This system does not have special suppression pre-discharge notification.

MNS systems DO NOT override notification appliances required to provide special suppression pre-discharge notification.

**11. TWO-WAY EMERGENCY COMMUNICATION SYSTEMS**

**11.1 Telephone System**

This system does not have a two-way telephone system.

Number of telephone jacks installed: N/A Number of warden stations installed: N/A

Number of telephone handsets stored on site: N/A

Type of telephone system installed:  Electrically powered  Sound powered

**11.2 Two-Way Radio Communications Enhancement System**

This system does not have a two-way radio communications enhancement system.

Percentage of area covered by two-way radio service: Critical areas: N/A % General building areas: N/A %

Amplification component locations: N/A

Inbound signal strength: N/A dbm Outbound signal strength: N/A dbm

Donor antenna isolation is: N/A dB above the signal booster gain

Radio frequencies covered: N/A

Radio system monitor panel location: N/A

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**11. TWO-WAY EMERGENCY COMMUNICATION SYSTEMS (continued)**

**11.3 Area of Refuge (Area of Rescue Assistance) Emergency Communications Systems**

This system does not have an area of refuge (area of rescue assistance) emergency communications system.

Number of stations: N/A Location of central control point: N/A

Days and hours when central control point is attended: N/A

Location of alternate control point: N/A

Days and hours when alternate control point is attended: N/A

**11.4 Elevator Emergency Communications Systems**

This system does not have an elevator emergency communications system.

Number of elevators with stations: N/A Location of central control point: N/A

Days and hours when central control point is attended: N/A

Location of alternate control point: N/A

Days and hours when alternate control point is attended: N/A

**11.5 Other Two-Way Communication Systems**

Describe: N/A

**12. CONTROL FUNCTIONS**

This system activates the following control functions:

- Hold-open door releasing devices     Smoke management     HVAC shutdown     F/S dampers  
 Door unlocking     Elevator recall     Fuel source shutdown     Extinguishing agent release  
 Elevator shunt trip     Mass notification system override of fire alarm notification appliances

Other (specify): \_\_\_\_\_

**12.1 Addressable Control Modules**

This system does not have control modules.

Number of devices: 1

Other (specify): AHU shutdown.

**13. SYSTEM POWER**

**13.1 Control Unit**

**13.1.1 Primary Power**

Input voltage of control panel: N/A Control panel amps: 20

Overcurrent protection: Type: Breaker Amps: 20

Location (of primary supply panel board): N/A

Disconnecting means location: N/A

**13.1.2 Engine-Driven Generator**

This system does not have a generator.

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Location of generator: N/A

Location of fuel storage: N/A

Type of fuel: N/A

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**13. SYSTEM POWER (continued)**

**13.1.3 Uninterruptible Power System**

This system does not have a UPS.

Equipment powered by a UPS system: N/A

Location of UPS system: N/A

Calculated capacity of UPS batteries to drive the system components connected to it:

In standby mode (hours): N/A

In alarm mode (minutes): N/A

**13.1.4 Batteries**

Location: N/A

Type: Sealed Lead Acid

Nominal voltage: N/A

Amp/hour rating: N/A

Calculated capacity of batteries to drive the system:

In standby mode (hours): 24

In alarm mode (minutes): 5 Minutes

Batteries are marked with date of manufacture

Battery calculations are attached

**13.2 In-Building Fire Emergency Voice Alarm Communication System or Mass Notification System**

This system does not have an EVACS or MNS system.

**13.2.1 Primary Power**

Input voltage of EVACS or MNS panel: N/A

EVACS or MNS panel amps: N/A

Overcurrent protection: Type: N/A

Amps: N/A

Location (of primary supply panel board): N/A

Disconnecting means location: N/A

**13.2.2 Engine-Driven Generator**

This system does not have a generator.

Location of generator: N/A

Location of fuel storage: N/A

Type of fuel: N/A

**13.2.3 Uninterruptible Power System**

This system does not have a UPS.

Equipment powered by a UPS system: N/A

Location of UPS system: N/A

Calculated capacity of UPS batteries to drive the system components connected to it:

In standby mode (hours): N/A

In alarm mode (minutes): N/A

**13.2.4 Batteries**

Location: N/A

Type: Lead Acid

Nominal voltage: N/A

Amp/hour rating: N/A

Calculated capacity of batteries to drive the system:

In standby mode (hours): 24

In alarm mode (minutes): 5

Batteries are marked with date of manufacture

Battery calculations are attached

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13. SYSTEM POWER (continued)

13.3 Notification Appliance Power Extender Panels  This system does not have power extender panels.

13.3.1 Primary Power

Input voltage of power extender panel(s): 115.9 Power extender panel amps: 20

Overcurrent protection: Type: Breaker/Surge Protector Amps: 20

Location (of primary supply panel board): AHU Mechanical Room 10th Floor to the left of 4009 panel

Disconnecting means location: Breaker # 4

13.3.2 Engine-Driven Generator  This system does not have a generator.

Location of generator: N/A

Location of fuel storage: N/A Type of fuel: N/A

13.3.3 Uninterruptible Power System  This system does not have a UPS.

Equipment powered by a UPS system: N/A

Location of UPS system: N/A

Calculated capacity of UPS batteries to drive the system components connected to it:

In standby mode (hours): N/A In alarm mode (minutes): N/A

13.3.4 Batteries

Location: In Panel Type: Sealed Lead Acid Nominal voltage: 27.17 Amp/hour rating: 10

Calculated capacity of batteries to drive the system:

In standby mode (hours): 24 In alarm mode (minutes): 5

Batteries are marked with date of manufacture  Battery calculations are attached

14. RECORD OF SYSTEM INSTALLATION

Fill out after all installation is complete and wiring has been checked for opens, shorts, ground faults, and improper branching, but before conducting operational acceptance tests.

This is a:  New system  Modification to an existing system Permit number: 354233

The system has been installed in accordance with the following requirements: (Note any or all that apply.)

NFPA 72, Edition: 2009

NFPA 70, National Electrical Code, Article 760, Edition: 2011

Manufacturer's published instructions

Other (specify): IFC 2009

System deviations from referenced NFPA standards: N/A

Signed: Robert Riley Printed name: Robert Riley Date: 10/11/14
Organization: SimplexGrinnell Title: Electronic s Installer Phone: (918) 277-0161

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NFPA 72, Fig. 10.18.2.1.1 (p. 11 of 13)



**15. RECORD OF SYSTEM OPERATIONAL ACCEPTANCE TEST**

New system

*All operational features and functions of this system were tested by, or in the presence of, the signer shown below, on the date shown below, and were found to be operating properly in accordance with the requirements for the following:*

Modifications to an existing system

*All newly modified operational features and functions of the system were tested by, or in the presence of, the signer shown below, on the date shown below, and were found to be operating properly in accordance with the requirements of the following:*


NFPA 72, Edition: 2009

NFPA 70, National Electrical Code, Article 760, Edition: 2011

Manufacturer's published instructions

Other (specify): IFC 2009

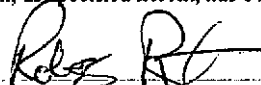
Individual device testing documentation [Inspection and Testing Form (Figure 14.6.2.4) is attached]

Signed:  Printed name: Robert Riley Date: 10/11/14  
Organization: SimplexGrinnell Title: Electronics Installer Phone: (918) 277-0161

**16. CERTIFICATIONS AND APPROVALS**

**16.1 System Installation Contractor:**

This system, as specified herein, has been installed and tested according to all NFPA standards cited herein.

Signed:  Printed name: Robert Riley Date: 10/11/14  
Organization: SimplexGrinnell Title: Electronic Installer Phone: (918) 277-0161

**16.2 System Service Contractor:**

The undersigned has a service contract for this system in effect as of the date shown below.

Signed: \_\_\_\_\_ Printed name: Jeff Brumbaugh Date: \_\_\_\_\_  
Organization: SimplexGrinnell Title: Total Service Manager Phone: (918) 582-6121

**16.3 Supervising Station:**

This system, as specified herein, will be monitored according to all NFPA standards cited herein.

Signed: \_\_\_\_\_ Printed name: \_\_\_\_\_ Date: \_\_\_\_\_  
Organization: SimplexGrinnell Title: \_\_\_\_\_ Phone: (918) 631-5555

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16. CERTIFICATIONS AND APPROVALS (continued)

16.4 Property or Owner Representative:

This system, as specified herein, will be monitored according to all NFPA standards cited herein.

Signed: Chal M. Printed name: Charles Henson Date: 10/15/14  
Organization: Kanbar Properties Title: Lead Engineer Phone: (918) 606-8025

16.5 Authority Having Jurisdiction:

I have witnessed a satisfactory acceptance test of this system and find it to be installed and operating properly in accordance with its approved plans and specifications, with its approved sequence of operations, and with all NFPA standards cited herein.

Signed: William P. Lind Printed name: Bill Lind Date: 10/15/14  
Organization: City of Tulsa Title: Fire Marshal Phone: (918) 697-9883

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Mark Costello  
COMMISSIONER



Mary Fallin  
GOVERNOR

Oklahoma Department of Labor  
Leased Building Inspection Form

County:	Tulsa	Leasing Agency:	Office of Attorney General
Bldg. Name:	Bank of America Tower	Contact Person:	Curt McMurphy
Address:	15 W Sixth Street	Inspector:	Keith Hunt
City:	Tulsa, OK 74119	Asbestos Lab (if sampling is required, owner must make arrangements with an asbestos laboratory):	
Bldg. Owner:	Kanbar Properties	Asbestos analytical results:	are <input type="checkbox"/> are not attached <input type="checkbox"/>
Bldg. Area:	8 <sup>th</sup> Floor		
XX	No asbestos materials were found in the inspected area.		
	Friable asbestos surfacing materials were found in the inspected area in the form of:	This friable asbestos material was found to be:	
		Significantly damaged, and therefore presents a potential health risk to occupants of the inspected area.	Principally undamaged at present, and does not pose an immediate health hazard to occupants, although there is a potential for future asbestos exposure
	Fireproofing		
	Acoustical coating		
	Ceiling tiles		
	Other:		
	Non-friable asbestos materials were found in the inspected area in the form of:	This non-friable asbestos material:	
		Is in such a use, location, or condition that there is a likelihood that the material may become friable, and as such constitutes of potential future health risk to occupants.	Does not constitute a significant health risk for occupants, and is not likely to be health risk in the future provided the material is not sanded, drilled, sawn, chipped, or otherwise reduced to small fragments.
	Floor tile		
	Flooring adhesive.		
	Asbestos-cement (Transite)		
	Other:		
	Friable asbestos material was found on the following equipment on mechanical systems which serve the inspected area.	This friable asbestos material was found to be:	
		In a significantly damaged condition and there is some risk that the damaged asbestos could be transferred to occupied areas.. This is an indication of poor quality maintenance of the building's mechanical systems,	In significantly damaged condition, but has no direct connection with the inspected area and therefore does not pose a significant health risk to the occupants of the inspected area and there is some risk that the damaged asbestos could be transferred to occupied areas. It is, however, an indication of poor quality maintenance of the buildings mechanical systems.
			In good condition. At this time it does not present a significant health risk to occupants of the inspected area.
	Piping systems		
	Boilers		
	Water storage tanks		
	Duct		
	Other		
Comments:	<p><b>RECEIVED</b></p> <p>NOV 20 2014</p> <p><b>OMES</b> Real Estate &amp; Leasing Services</p>		
Signature of Inspector	<i>Bruno Hunt</i>	Date	11/5/14
DOL Inspector License No.	OKMP-234369		

**ATTACHMENT "D"**

*Dennis Semler, Tulsa County Treasurer*  
**Tax Roll Details**

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Tax roll information was last updated : 11/18/2014 at 12:32:58 AM

**DENNIS SEMLER**  
 Tulsa County Treasurer  
 500 S. Denver Ave. 3rd Fl.  
 Tulsa, OK 74103-3840  
 (918) 596-5071

**2014 REAL ESTATE TAX**

Parcel: 00500-92-01-39870 [Click here for Parcel Totals](#)

Tax Roll: 14-01-0003600-001-1

**Name and Address**

**BOA BUILDING LLC**

**C/O KANBAR PROP MGMT  
 LLC**

**PO BOX 2847**

**TULSA OK 74101**

**Legal Description: ALL OF LT 4 S70 OF LT 5 BLK 149**

**Sub Division: TULSA-ORIGINAL TOWN**

**Property Address: 15 W 6 ST S**

Grossed Assesed	\$1,517,505.00
Exemptions -	\$0.00
Net Assesed =	\$1,517,505.00
T-1A Tax Rate x	133.22
Tax Amount Certified =	\$202,162.00
<b>Tax Balance Due =</b>	<b>\$202,162.00</b>
Interest Due +	\$0.00
Fees / Cost Due +	\$0.00
<b>Total Amount Due =</b>	<b>\$202,162.00</b>

(if paid by 12/31/2014)

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**ATTACHMENT "E"**

*Dennis Semler, Tulsa County Treasurer*  
**Tax Roll Details**

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**DENNIS SEMLER**  
 Tulsa County Treasurer  
 500 S. Denver Ave. 3rd Fl.  
 Tulsa, OK 74103-3840  
 (918) 596-5071

**2013 REAL ESTATE TAX**

Parcel: 00500-92-01-39870 [Click here for Parcel Totals](#)

Tax Roll: 13-01-0003680-001-9

**Name and Address**

BOA BUILDING LLC

C/O KANBAR PROP MGMT  
 LLC

PO BOX 2847

TULSA OK 74101

Legal Description: ALL OF LT 4 S70 OF LT 5 BLK 149

Sub Division: TULSA-ORIGINAL TOWN

Property Address: 15 W 6 ST S

Grossed Assesed	\$1,445,246.00
Exemptions -	\$0.00
Net Assesed =	\$1,445,246.00
T-1A Tax Rate x	127.92
Tax Amount Certified =	\$184,876.00
Tax Balance Due =	\$0.00
Interest Due +	\$0.00
Fees / Cost Due +	\$0.00
Total Amount Due =	\$0.00

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Transactions and Payments for Tax Roll Number: 13-01-0003680-001-9

Seq#	Action Date	Tax Amount	+ Interest	+ Fees/Cost	= Total Paid	Reference Number	Notes
01	12/31/13	\$92,438.00	\$0.00	\$0.00	\$92,438.00	00198780	PAYMENT RECEIV
02	03/26/14	\$92,438.00	\$0.00	\$0.00	\$92,438.00	00270020	PAYMENT RECEIV