

APPROVED: BOARD OF DIRECTORS - TULSA STATE FAIR.

By: W A Vandever, President.
John T Kramer, Secretary.
M J McNulty, Jr. Member,
F M Wooden, Member.

July 6, 1931.

To the Honorable Board of County Commissioners,
Tulsa County, Oklahoma.

Gentlemen:

Complying with your oral request for an official opinion regarding the changes, alterations, additions and deductions authorized by your Board to the Tankersley Construction Company, Contractors, on that certain contract or piece of work designated and referred to as altering, adding to, and repairing of the present grand stand located on a site on the Tulsa State Fair Grounds.

The original contract was made and entered into on the 18th. day of May, 1931, the first paragraph of said contract being as follows:

"The contractor shall and will provide all the materials and perform all the work for the remodeling, adding to and repairing of the present grandstand located on a site of the Tulsa State Fair Grounds, Tulsa County, Oklahoma, said work hereinafter designated as "the work", "the job" "the building" or "the structure" as shown on the drawings and described in the specifications prepared by Endacott & Goff, Architects, which drawings and specifications are identified by the signatures of the parties hereto or by the Architects, and become hereby a part of the Contract the same as if attached hereto or fully repeated herein".

Article 7 of said Contract reads as follows:

"It is understood by and between the parties hereto that the work contemplated herein is for a complete job calling for all sub-contractors work necessary to produce the structure as shown and described by the drawings and specifications".

Article 8 of the Contract reads in part as follows:

"It is hereby mutually agreed between the parties hereto that the sum to be paid by the Board to the Contractor for said work and materials essential to completion of the work shall be One Hundred Forty Three Thousand Three Hundred and no/100 \$143,300 00) Dollars, subject to additions and deductions and allowances as provided herein,****

ARTICLE 9 of said Contract is as follows:

"It is understood that alterations maybe made in the work and additions thereto or deductions therefrom by the Board at any time, upon order of the Architects without vitiating this Contract or any portion of it. Said alterations, additions or deductions by the Board shall be by written order of the Architects to the Contractor, the amount to be paid by the Board or allowed by the Contractor, by virtue of such alterations, additions or deductions to be stated in the said order *****

Section 5796 Oklahoma Compiled Statutes, 1921, provides how contracts for public buildings may be let, and provides in part as follows :

"The letting of contracts for any public work, except as provided in the Chapter on roads and bridges, shall be in the following manner, to-wit: The County Commissioners shall ten days before closing a contract therefor, first advertise by placing five or more notices in conspicuous places in their respective counties, one of which notices shall be at the Court House Door, setting forth the nature of said work and referring to plans and specifications which may be examined at any time at the office of the County Clerk"

Section 5815, Oklahoma Compiled Statutes, 1921, reads in part as follows:

"The Board of County Commissioners shall cause an advertisement for bids for the erection of such buildings to be printed in some newspaper printed in the County, or of general circulation, therein, if there be no newspaper published in said County, for a period of at least thirty days prior to the date set for the opening of bids, and in such other newspapers in the State as the board may deem advisable. Such advertisements shall give the place where the plans and specifications may be examined, the date on which bids will be opened, the time which will be allowed for the completion of such building, and such other information as the Board may direct *****

NOW, the question is - under the statutes above referred to, the plans and specifications and the original contract, may the Board of County Commissioners legally