

contract covers the construction and completion of contract for combined plumbing and heating work in a building known as Cold Storage, Storeroom, Kitchen and Bakery at Hawthornden Farm, Cleveland State Hospital, Cleveland, Ohio, as set forth in Item No. 28; Item No. 45 Alternate P-3; Item No. 46 Alternate H-3; and Item No. 47 Alternate H-4 of the Form of Proposal dated July 28, 1930. Said contract calls for an expenditure of nine thousand, eight hundred and seventy-two dollars (\$9,872.00).

You have submitted the certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated in a sum sufficient to cover the obligations of the contract. You have also furnished evidence to the effect that the consent of the Controlling Board to the expenditure has been obtained as required by Section 4 of House Bill 203 of the 88th General Assembly. In addition you have submitted a contract bond upon which the Consolidated Indemnity and Insurance Company of New York appears as surety, sufficient to cover the amount of the contract.

You have further submitted evidence indicating that plans were properly prepared and approved, notice to bidders was properly given, bids tabulated as required by law, and the contract duly awarded. Also it appears that the laws relating to the status of surety companies and the Workmen's Compensation have been complied with.

Finding said contract and bond in proper legal form, I have this day noted my approval thereon, and return the same herewith to you, together with all other data submitted in this connection.

Respectfully,

GILBERT BETTMAN,

Attorney General.

2415.

APPROVAL, CONTRACT BETWEEN STATE OF OHIO AND THE PHOENIX ICE MACHINE COMPANY, OF CLEVELAND, OHIO, FOR REFRIGERATION MACHINERY AND EQUIPMENT IN COLD STORAGE, STOREROOM, KITCHEN, BAKERY AND EQUIPMENT, HAWTHORNDEN FARM, CLEVELAND STATE HOSPITAL, CLEVELAND, OHIO, AT AN EXPENDITURE OF \$4,895.00—SURETY BOND EXECUTED BY THE STANDARD ACCIDENT INSURANCE COMPANY OF DETROIT, MICHIGAN.

COLUMBUS, OHIO, October 4, 1930.

HON. A. T. CONNAR, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR:—You have submitted for my approval a contract between the State of Ohio, acting by the Department of Public Works, for the Department of Public Welfare, and the Phoenix Ice Machine Company, of Cleveland, Ohio. This contract covers the construction and completion of contract for refrigeration machinery and equipment in a building known as the cold storage, storeroom, kitchen, bakery and equipment, Hawthornden Farm, Cleveland State Hospital, Cleveland, Ohio, as set forth in Item No. 31 of the Form of Proposal dated July 21, 1930. Said contract calls for an expenditure of four thousand eight hundred and ninety-five dollars (\$4,895.00).

You have submitted the certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated in a sum sufficient to cover

the obligations of the contract. You have also furnished evidence showing that the Controlling Board has consented to the expenditure as required by Section 4 of House Bill 203 of the 88th General Assembly. In addition, you have submitted a contract bond upon which the Standard Accident Insurance Company of Detroit, Michigan, appears as surety, sufficient to cover the amount of the contract.

You have further submitted evidence indicating that plans were properly prepared and approved, notice to bidders was properly given, bids tabulated as required by law and the contract duly awarded. Also it appears that the laws relating to the status of surety companies and the Workmen's Compensation Act have been complied with.

Finding said contract and bond in proper legal form, I have this day noted my approval thereon and return the same herewith to you, together with all other data submitted in this connection.

Respectfully,
GILBERT BETTMAN,
Attorney General.

2416.

BRIDGES—STATE HIGHWAY—COUNTY AND STATE MAY CO-OPERATE
IN CONSTRUCTION THEREON.

SYLLABUS:

Under the provisions of Section 1191 of the General Code, any county of the state may properly co-operate with the state in the construction of a bridge on a state highway.

COLUMBUS, OHIO, October 4, 1930.

HON. RAYMOND E. LADD, *Prosecuting Attorney, Bowling Green, Ohio.*

DEAR SIR:—This will acknowledge receipt of your recent communication which reads as follows:

"I wish an unofficial opinion as to the authority of the board of county commissioners of Wood County, to co-operate with the State Highway Director in constructing a bridge over Beaver Creek, on State Highway No. 34, in excess of providing the necessary right-of-way for such improvement.

I have checked Section 1191, G. C., and also 6860-6873, inclusive, and have also read your opinion No. 1094, appearing in Volume II, 1929, Opinions, at page 1638. I note that you state in conclusion, on page 1641 of your opinion, that counties having a tax duplicate in excess of three hundred million dollars, after the effective date of Section 1191, to-wit: July 25th, 1929, would be authorized to co-operate with the Department of Highways in the construction * * * * of state highways, including bridges and viaducts thereon.

Our county has agreed to co-operate in the sum of \$7,000.00 in the construction of the bridge hereinbefore described. The cost of additional lands for right-of-way, cut and fill purposes is only about \$700.00 and in view of your 1929 opinion referred to above, I am not clear that our commissioners will be able to co-operate beyond providing for the right-of-way." The first sentence of Section 1191 of the General Code, reads:

"The commissioners of any county may co-operate with the Department