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APPROVAL—CONTRACT AND BOND, STATE OF OHIO, THROUGH DIRECTOR OF PUBLIC WORKS, FOR BOARD OF TRUSTEES, MIAMI UNIVERSITY, OXFORD, OHIO, WITH T. J. CONNER, INC., HEATING WORK, MEN'S DORMITORY, \$37,623.00.

COLUMBUS, OHIO, February 4, 1939.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: You have submitted for my approval a contract by and between T. J. Conner, Inc., an Ohio corporation with its place of business in Cincinnati, Ohio, and the State of Ohio, acting through you as the Director of Public Works, for the Board of Trustees, Miami University, Oxford, Ohio, for the construction and completion of a contract for heating work upon a project known as Men's Dormitory at Miami University, Oxford, Ohio, as set forth in Item 3, and Item 15, Alternate "M-2", of the Form of Proposal dated December 5, 1938, which contract calls for an expenditure of \$37,623.00.

You have submitted the following papers and documents in this con-

nection: Certificate that monies for this project have been appropriated by the Board of Trustees of Miami University in pursuance of General Code Section 7923-1; estimate of cost; division of contract; notice to bidders; proof of publication; workmen's compensation certificate, showing the contractor to have complied with the laws of Ohio relating to compensation; the form of proposal containing the contract bond signed by the Standard Accident Insurance Company of Detroit, Michigan, its power of attorney for the signer, its financial statement and the certificate of compliance with the laws of Ohio relating to surety companies, the recommendations of the State Architect, Board of Trustees and Director of Public Works, authorization for award of contract by Board of Trustees of Miami University, approval of P. W. A., letter of certification from the Auditor of State showing that the necessary papers and documents are on file in said office, and the tabulation of bids received on this project.

I have examined the specifications, made part of the contract by reference and find that a prevailing wage schedule is attached to said specifications in compliance with Section 17-4 of the General Code of Ohio.

I find no clause in the contract complying with Section 2366-1 of the General Code of Ohio, but by reason of the penal provisions of said section am of the opinion that any aggrieved person has an adequate remedy at law and the absence of said provision is not such as to invalidate said contract.

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

Very truly yours,

THOMAS J. HERBERT,
Attorney General.