
50.

APPROVAL—CONTRACT AND BOND, STATE OF OHIO, THROUGH DIRECTOR OF PUBLIC WORKS, FOR BOARD OF TRUSTEES, BOWLING GREEN STATE UNIVERSITY, BOWLING GREEN, OHIO, WITH W. J. GILLESPIE, HEATING WORK, MEN'S DORMITORY, \$9,027.00.

COLUMBUS, OHIO, January 27, 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 W. J. Gillespie, Bowling Green, Ohio, and the State of Ohio, acting through you as Director of the Department of Public Works, on behalf of the Board of Trustees of Bowling Green State University, Bowling Green, Ohio, for the construction and completion of contract for the heating work on a project known as Men's Dormitory, Bowling Green State University, Bowling Green, Ohio, as set forth in Item 3 and Item 9, Alternate "H-1", of the Form of Proposal, dated November 28, 1938, which contract calls for the expenditure of \$9,027.

You have submitted the following papers and documents in this connection: certificate of availability of funds, estimate of cost, division of contract, notice to bidders, proof of publication, workmen's certificate showing the contractor had complied with the laws of Ohio relating to compensation, the form of proposal containing the contract bond signed by the American Surety Company of New York, 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, certification of the Board of Trustees as to availability of monies, 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 to you, together with all other documents submitted in this connection.

Respectfully,

THOMAS J. HERBERT,
Attorney General.