

264.

CONTRACT—STATE WITH T. J. CONNER, INC., CINCINNATI,
HEATING WORK, UNIVERSITY HOSPITAL, MIAMI UNI-
VERSITY, OXFORD.

COLUMBUS, OHIO, March 7, 1939.

HONORABLE 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., a corporation of Ohio, with its principal place of business in Cincinnati, Ohio, and the State of Ohio, acting through you as Director of the Department of Public Welfare, for the Board of Trustees, Miami University, Oxford, Ohio, for the construction and completion of the heating work on a project known as alterations and additions to University Hospital, Miami University, Oxford, Ohio, as set forth in Item 3, of the Form of Proposal dated November 22, 1938, said contract calls for an expenditure of \$4949.

You have submitted the following papers and documents in this connection: contract encumbrance record No. 1710; estimate of cost; division of contract; notice to bidders; workmen's 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, and the certificate of compliance with the laws of Ohio relating to surety companies; the recommendations of the State Architect, Director of Public Works, and Director of Public Welfare; Controlling Board release; approval of PWA; 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 refer-

ence 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, General Code, but by reason of the penal provisions of said section, I 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.

Very truly yours,

THOMAS J. HERBERT,

Attorney General.