

322.

CONTRACT—STATE WITH ROBERT H. EVANS & COMPANY  
ADDITIONS: MEN'S DORMITORY, HOUSES A AND D,  
AND TO LINDLEY HALL, WOMEN'S DORMITORY, OHIO  
UNIVERSITY, ATHENS.

COLUMBUS, OHIO, March 16, 1939.

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

DEAR SIR: You have submitted for my examination and approval a  
the general contract by and between the Robert H. Evans & Company,

an Ohio Corporation, and the State of Ohio, acting through you as Director of the Department of Public Works for the Board of Trustees, Ohio University, Athens, Ohio, for project known as Contract No. 2, Addition to Men's Dormitory (Houses "A" and "D") and Addition to Lindley Hall (Women's Dormitory), all as set forth in the Form of Proposal dated January 12, 1939, which contract calls for an expenditure of \$235,-241.00.

You have submitted the following papers in this connection: Certification of The Athens National Bank, showing that there is on deposit to P. W. A. account for Dormitory Construction the sum of \$80,000.00, also certification of The Bank of Athens showing that there is on deposit to P. W. A. account for Dormitory construction, the sum of \$90,000.00; surety bond in the sum of \$236,000.00 signed by the Continental Casualty Company of Chicago, Ill., with the authority of the signers and the certificate of compliance from the Division of Insurance affixed thereto; notice to bidders and proof of publication; division of contract; Workmen's Compensation Certificate showing compliance with laws relating to industrial insurance; approval of Board of Trustees of Ohio University, Athens, Ohio; approval of State Architect; approval of P. W. A.; letter of State Auditor, setting forth the fact that all papers are on file in his office, together with plans and specifications; and tabulation of bids.

The plans and specifications I find provide for payment of prevailing wage scale, however, there is no provision in the contract complying with Section 2366-1, General Code, but any aggrieved person has an adequate remedy at law, and the absence of said provision does not invalidate the contract.

Since this is a revised contract, I assume that the bids exceeded the original estimate for this project.

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

Respectfully,

THOMAS J. HERBERT,  
*Attorney General.*