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CONTRACT—STATE WITH HANNAFORD HEATING AND VENTILATING COMPANY, CINCINNATI, CONSTRUCTION AND COMPLETION HEATING, WORK, ITEM 3, MIAMI UNIVERSITY, OXFORD.

COLUMBUS, OHIO, February 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 the Hannaford Heating and Ventilating Company of Cincinnati, Ohio, and the State of Ohio, acting through you as the Director of the Department of Public Works, for the Board of Trustees of Miami University, for the construction and completion of heating work for a project known as Item No. 3, of the Form of Proposal dated November 2, 1938, which contract calls for the expenditure of \$7,350.

You have submitted the following papers and documents in this connection: contract encumbrance record number 1701; 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; form of proposal containing the contract bond signed by the United States Fidelity and Guaranty Company, its power of attorney for the signer, its financial statement and the certificate of compliance with the laws of Ohio relating to surety companies; recommendations of the State Architect, Board of Trustees and Director of Public Works; 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 the Auditor's 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 specification 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.