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GOPHER STAMP & DIE CO.
EMBOSSSED
METAL SIGNS AND MARKERS
-FOR-
STREETS-HIGHWAYS-RAILROADS
LICENSE PLATES OF ALL KINDS

Chicago Ave. & Custer St.

St. Paul, Minn.

June 29, 1931.

Mr. Mike Holm,
Registrar of Motor Vehicles,
State Capitol Building,
Saint Paul, Minnesota.

Dear Sir:

The undersigned hereby propose and agree to furnish in strict accordance with specifications, Motor Vehicle License Plates, as required by the State of Minnesota for the year 1932, at prices as follows:

Series A B D T X Y G Z	.047	each
Motor Cycle plates	.05	"
Tax Exempt plates	.05	"
Duplicate Plates	.05	"
In Transit plates	.05	"
No Vehicle Tax plates	.065	"

If two coats of enamel are required add .00355 to above prices.

Attached to and forming a part of this bid, is a certified check in the amount of \$1000.00

Respectfully submitted,

Gopher Stamp & Die Co.

Chas. J. Sersen.

V.P. & Treas.

8971

All agreements are contingent upon strikes, accidents or other delay unavoidable or beyond our control. Stenographical and Clerical errors subject to correction

July 23rd, 1931.

Gopher Stamp & Die Company,
Chicago Ave. & Custer St.,
St. Paul, Minnesota.

Gentlemen:

This is to inform you that you have been awarded the contract to manufacture and deliver to the State of Minnesota at the Automobile Department in the State Capitol Building, St. Paul, all of the motor vehicle license plates required by the State during the year 1932 as called for in specifications which accompanied the call for proposals dated June 1, 1931, at the prices and in accordance with your bid dated June 29, 1931.

These plates are to be manufactured of No. 24 U. S. gauge steel and to be enclosed in envelopes as specified. One coat of enamel besides that which makes the letters shall be applied to all plates and the plates to be furnished shall be fully equal to the sample submitted with your bid. Delivery to be made in the sub-basement of the State Capitol Building, St. Paul, the plates to be numerically piled as directed by the registrar. The colors will be designated by the Secretary of State.

It is estimated that approximately 700,000 pairs of plates will be required during the year consisting of series A, B, D T, K, Y, G and Z, price per plate \$.047. Motorcycle, Tax Exempt, Duplicate Plates and In Transit Plates, price per plate \$.05 each. No Vehicle Tax Plates - price \$.065 per plate.

Approximate amount of your contract \$60,000.00.

Your contract and bond will be sent you for signature in a few days.

Yours very truly,

COMMISSION OF ADMINISTRATION AND FINANCE

H. W. Austin
Commissioner of Purchases

HWA:H

SEAL

STATE OF MINNESOTA
DEPARTMENT OF STATE
MOTOR VEHICLE DEPARTMENT

Mike Holm
Secretary of State

ST. PAUL

J. P. Bengtson
Asst. Secretary of
State

June 29, 1931

To Avoid Delay Mention File B6029

6

Commission of Administration & Finance
B U I L D I N G

Attention - Mr. Austin

Gentlemen:

I have the honor to report to you that in accordance with provisions of law I called for proposals for supplying motor vehicle number plates for the motor vehicle department of this office. Inclosed find copy of specifications.

We had nine requests for specifications and sent specifications to all of those who made request.

One replied saying that he would not bid because "this proposition is a little too large for us to handle and under the circumstances, we wish to be excused from offering quotation".

We received bids from the following with the required certified checks in each case:

S G Adams Company, St. Louis, Mo., with Security National Bank, St. Louis cashier's check No. 85121.

Western Stamping & Mfg. Co., Cleveland, Ohio, with their check No. 76 on the Central United National Bank of Cleveland, certified.

Gopher Stamp & Die Co., St. Paul, with their check No. 3428 on the American National Bank St Paul, certified.

Herewith I hand you their bids with their checks attached.

Yours very truly,

Mike Holm
SECRETARY OF STATE

Inc
f-

5251
O.D.

File this letter with the Gopher Stamp and Die contract for 1932 as a part of that permanent record.

September 3, 1931.

J. P. BENGTON

8971

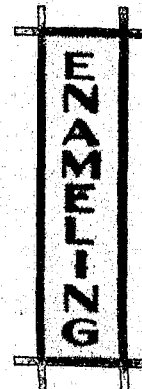


GOPHER STAMP & DIE CO.

EMBOSSSED
METAL SIGNS AND MARKERS
—FOR—
STREETS—HIGHWAYS—RAILROADS
LICENSE PLATES OF ALL KINDS

CHICAGO AVE. & CUSTER ST.

ST. PAUL, MINN.



September 1, 1931

State of Minnesota
Motor Vehicle Department
St. Paul, Minnesota

Gentlemen:

We acknowledge receipt of your order dated August 31
under file B8G31 for twenty pairs of Snowmobile Plates for
the year of 1932.

The size of these plates will be $4\frac{1}{2}$ x $7\frac{1}{2}$ inches, made
up like the Truck Plates, using the letter "S" instead of
"X", enameled the same color as the 1932 Truck Plates and number-
ed from 1 to 20 inclusive. The price of these plates to be the
same as the Truck Plates, .047 cents each.

Yours very truly,

GOPHER STAMP & DIE CO.

Chas. Jensen
Vice Pres. & Treas.

CJS/g

5251

STATE OF MINNESOTA

DEPARTMENT OF STATE

FILED

SEP 9 1931

Wm. H. Nolan
Secretary of State

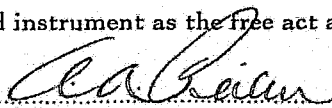
STATE OF MINNESOTA }
COUNTY OF Ramsey }^{SS}

On this 10th day of August, A. D. 1921 before me, a Notary Public, within and for said County and State, personally appeared Louis I. Peilen

....., to me personally known, who being duly sworn, upon oath, each did say that he is the Agent and Attorney-in-Fact of and for the NEW AMSTERDAM CASUALTY COMPANY, a Corporation of New York; that the Corporate seal affixed to the foregoing instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said Louis I. Peilen

..... did acknowledge that they executed the said instrument as the free act and deed of said Company.

A. A. PEILEN,
Notary Public, Ramsey County, Minn.
My Commission Expires July 18, 1937.



KNOW ALL MEN BY THESE PRESENTS, that we, Gopher
Stamp & Die Company, a Delaware corporation, as principal,
and NEW AMSTERDAM CASUALTY COMPANY,
of New York, N.Y., a corporation, as surety, are
held and firmly bound unto the State of Minnesota in the
amount of \$60,000, for the payment of which well and truly
to be made we jointly and severally bind ourselves, our
representatives and successors firmly by these presents.

Sealed with our seals and dated this 10th
day of August, 1932.

The condition of this obligation is such that whereas
the principal has entered into a contract with the state,
evidenced by written memorandum of even date, for the manufactur-
ing and furnishing of all of the motor vehicle license plates
required by the state during the year 1932, including labor and
material, the regularity and validity of which contract is
heroby affirmed;

NOW, THEREFORE, if the principal shall faithfully
perform the contract so made, and shall pay to the state all
such damages as may accrue to it in consequence of any viola-
tion of the provisions thereof, and shall save the state hara-
less from all costs and charges that may accrue on account of
any act or omission of the contract in the execution of the
contract so made, then this obligation shall be void; otherwise
to remain in full force and effect.

(Corporate Seal)

GOPHER STAMP & DIE COMPANY
Contractor

By Chas. Jensen
Vice President

By W. Smith
Secretary

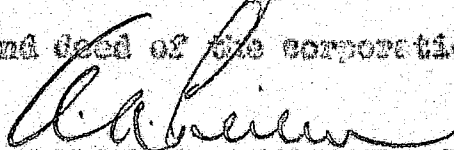
(Corporate Seal)

NEW AMSTERDAM CASUALTY COMPANY,
Surety

By Louis I. Peilen
Louis I. Peilen, Attorney-in-Fact

STATE OF MINNESOTA :
: SS
COUNTY OF RAMSEY :

On this 10th day of August, 1931, before me appeared Chas. J. Sersen and W. G. Smith, who being by me duly sworn did say that they are respectively the vice-president and the secretary of Gopher Stamp & Die Co., a corporation; that the seal affixed to the foregoing bond is the corporate seal of the corporation and that said bond was executed in behalf of the corporation by authority of its board of directors; and they also acknowledged said instrument to be the free act and deed of the corporation.



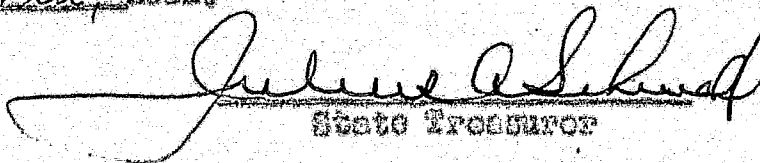
Notary Public, Ramsey County, Minn.
By commission expires A. A. PEILEN,

Notary Public, Ramsey County, Minn.
My Commission Expires July 16, 1937.

(Seal)

(The corporate surety will attach the usual slip acknowledgment).

The within bond and the sureties thereon approved and bond filed Aug. 14th, 1931.



State Treasurer

The foregoing Bond
examined and approved as
to form and legality this 19 day of
Aug, 1931.

HENRY N. BENSON,
Attorney General

By B. E. Phillips
Assistant Attorney General
deputy

MEMORANDUM OF AGREEMENT

Between the State of Minnesota, herein called the state, and Gopher Stamp & Die Company, a Delaware corporation, herein called the contractor.

The state, through its registrar of motor vehicles, herein called the registrar, having duly advertised for proposals for the furnishing of motor vehicle number plates for the use of the state in carrying out during the year 1932 the provisions of the laws relating to the registration and taxation of motor vehicles, in accordance with specifications therefor, copy of which is hereto attached, and the contractor having submitted its proposal, dated June 29, 1931, for the furnishing of such plates, at the prices stated therein at a total estimated cost of approximately \$30,000.

The contractor will enter at once upon the performance of the contract and will manufacture and deliver the required number plates promptly at the place and in the quantities specified for delivery at the respective dates fixed by the specifications, and of the quality, workmanship, and finish required, all in accordance with the specifications, the proposal of the contractor, the report of the registrar to the commission of administration and finance, herein called the commission, and the award of the contract by the commission, copies of which proposal, report of registrar, and notice of award of contract are hereto annexed and made a part hereof.

There is incorporated in this memorandum the provision in the specifications relating to rescission of the contract and the purchase of needed plates elsewhere in case of default in delivery as fully and with the same effect

as if copied at length herein.

Payments will be made substantially at the end of each delivery period for plates delivered therein on bills therefor approved by the registrar, and in the usual course of state payment.

The contractor herewith shall give bond to the state with corporate surety acceptable to the commission in the amount of \$60,000, conditioned for the faithful performance of the contract.

This memorandum shall become binding upon the parties when signed in behalf of the state by the commission over the signature of its chairman, and when signed in behalf of the contractor by its proper officers under its corporate seal.

Dated August 10, 1931.

THE STATE OF MINNESOTA,
By Commission of Administration
and Finance.

E. J. Pearson
Chairman.

COPPER STAMP & DIE CO.,
Contractor.

By *Charles Jensen*
Vice President

By *W. S. Smith*
Secretary

(Corporate Seal)

CONTROLLER'S CERTIFICATE

I hereby certify that there is an unincumbered balance in the appropriation from which is required to be paid the obligation incurred under the provisions of the within contract.

St. Paul, Minn.

8-11-31

E. J. Pearlove
By *[Signature]*
Controller

The foregoing Contract
examined and approved as
to form and legality this 19 day of
Aug 1931

HENRY N. BENSON,
Attorney General

By *C. E. Phillips*
Assistant Attorney General
[Signature]

SPECIFICATIONS FOR
MOTOR VEHICLE NUMBER PLATES

MATERIAL AND WORKMANSHIP - Proposals shall be submitted for 34 1/2 inch gauge standard black steel and shall be submitted for one and for two or more coats of enamel, dipped or sprayed, and such inkling and other finishing that the contractor will guarantee the plates to meet the conditions required herein and all materials must be such that they will withstand the various physical and chemical tests usually required, and as ordered by the commission. The plates shall be guaranteed to withstand hard usage and the elements for a term of one year, and each bidder will be required to submit with his bid samples of unfinished material to be used and also made up sample plates, and will be required to state in detail the character of the material, gauge of metal, number of coats of enamel, the process of manufacture, and the mailing weight of the finished plates.

All materials and workmanship of plates furnished under the contract shall be first-class and fully equal to samples submitted with bid and shall be in every particular in strict accordance with these specifications.

GENERAL DESIGN - All plates are to be embossed (raised or outlined), corners are to be rounded, edges are to be beaded or reinforced, a raised beading completely surrounding the plate 1/8 inch inside the edge. There must be a marked contrast between the numerals and the background of the plate.

DESIGN OF AUTOMOBILES, BUS, TRUCK, AND TRAILER PLATES - All numerals except "1" of the number of the plate shall be 1 1/2 inches wide. All numerals of the number on the plate shall be 3 inches high and of a 5/8 inch stroke. Between the thousandths and hundredths digits of the number except in the case of four figure numbers, there shall be a dash (-) 3/8 inch square. Between each figure of the number and between the aforementioned dash and the figure on each side of it, there shall be at least a 3/8 inch space, measured between the nearest points of adjacent figures. At the left end

of the plate, there shall be a series of holes 3 inches high and 1/2
inch wide of a 1/16 of an inch stroke. At the left end of the plate,
there also shall be the number "22" in figures 1/2 inch high, and so on
to occupy proportionately the space below the number letter. At the
right end of the plate, there shall be the abbreviation "U I N" with
letters arranged in a vertical column reading from the top down, each
letter being 5/8 of an inch high and so on to occupy proportionately
the space at the right end of the plate. At the right end, half an inch
from the margin of the plate, there shall be two holes, the vertical
distance between which shall be 3-1/2 inches from center to center. At
the left end of the plate, there shall be two holes, located 1/2 inch from
the end of the plate and 3-2/3 inches apart, measured vertically from
center to center. Each of the 4 holes shall be 5/16 of an inch in diam-
eter. Half an inch below upper edge and proportionately spaced from
ends of plate shall be two slots in no case more than 9 inches apart
measured from center to center, 3/16 of an inch wide and 1/2 of an inch
long, running horizontally.

DESIGN OF METEOROLOGICAL PLATES - The meteorological plates shall be 3 inches
wide and 7 inches long. At the left end of the plate shall be the ab-
breviation "U I N" in letters arranged in a vertical column approxi-
mately 2 inches high reading from the top down; at the right end of the
plate shall be the number "22", the digits arranged in a vertical column
approximately 2 inches high, the "2" above the "2". The number of the
plate shall be in figures approximately 2 inches high, arranged to read
horizontally and to occupy the space between the aforesaid "U I N" and
the "22". There shall be 1/8 of an inch hole at each of the four cor-
ners of the plate just inside the raised edge. Slightly below the upper
edge and proportionately spaced from the ends of the plate, shall be 2
slots 3/16 of an inch wide and 1/2 inch long, running horizontally.

DESIGN OF REGULAR PLATES - The design of the regular plate shall be the same as that of the extensible and truck plates in every particular except that in the space at the left end, there shall be the number "1032" in figures $5/8$ of an inch high, arranged vertically to read from the top down, and proportionately spaced. Before the first figure of the license number of regular plates, there shall also be the letter "G" $1/2$ inches high, $1 1/2$ inches wide and of a $5/8$ inch stroke.

DESIGN OF DUPLICATE PLATES - The design of duplicate plates shall be substantially the same except that the plate will be $8 1/2$ inches wide so as to permit the word "DUPLICATE" to appear across the plate lengthwise above the numeral in characters $1/2$ of an inch high. The lettering at the ends also will be somewhat larger than on the regular plates. At the left end of the duplicate plate, there shall be a serial letter $2 1/2$ inches high and $1 1/2$ inches wide of a $5/8$ of an inch stroke, set $1/4$ of an inch from the top margin of plate and at least $1/4$ of an inch from the first numeral to the right. At the left end of the plate, there shall be the number "32" in figures 1 inch high, set $1/2$ inch above the lower margin of the plate and proportionately spaced to cover the space below the serial letter. At the right end of the plate there shall be the abbreviation "H I D W" with letters arranged in a vertical column reading from the top down, each letter being $15/16$ of an inch high and spaced so as to leave a $1/4$ inch space from the margin of the plate above, below, and to the right end from the nearest numeral on the left.

DESIGN OF IN TRANSIT PLATES - The design of "IN TRANSIT" plates shall be substantially the same as that of duplicate plates except that in place of the word "DUPLICATE" there shall appear the phrase "IN TRANSIT". On the "IN TRANSIT" plates also instead of the serial letter at the left end, there will appear the words "H I D W" in characters $5/8$ inch high, arranged with the word "H I D" above the word "W", both words reading horizontally above the year numeral "32".

DESIGN OF TAX EXEMPT PLATES - The design of the tax exempt plate shall be substantially the same as the design of the duplicate plate, except that instead of the word "Duplicate" there will appear "TAX EXEMPT-50-2" and there will be no serial letter or number at the left end.

DESIGN OF TAX EXEMPT MOTORCYCLE PLATES - Tax exempt motorcycle plates shall be $7\frac{1}{2}$ inches long and 4 inches wide. As to punchings and border edges, they shall be substantially the same as the regular motorcycle plates. Arranged to read horizontally along the length of the plate there shall be the following inscription:

TXM-50-2
12
TAX EXEMPT

The 12 shall be in characters 1 inch high followed by the registration number in figures 1 inch high. The inscriptions "TXM-50-2" "TAX EXEMPT" shall be in characters $\frac{1}{2}$ inch high.

DESIGN OF "NO VEHICLE TAX" PLATES - The design of the "No Vehicle Tax" plates shall be substantially the same as the design of the duplicate plates except that they shall be 12 inches long and $\frac{1}{2}$ inches wide and instead of the word "Duplicate" there will appear the words "PUBLIC UTILITY". Along the lower margin and below the registration number there shall appear the words "ON TRUCK COMPANY". At the right hand end there shall appear the words "NO VEHICLE TAX" written on two lines, the word "TAX" appearing in the second line, all of which words, "Public Utility", "On Truck Company", and "No Vehicle Tax", shall be in characters at least $\frac{1}{2}$ inch high. At the left hand end there shall appear the abbreviation "N U I S" reading vertically in characters of the same size as in the duplicate plate.

PACKING - All automobile and truck plates shall be packed in pairs together with proper packing, one pair of plates in each envelope with a sheet of paper between the plates. The end flap enclosing the plate must be tucked back in in every case so as to hold the plates in the envelope.

The plates shall be packed in numerical order in cartons for delivery so that when the carton is opened and the plates turned out, they will stack face up in numerical order with the lowest number on top. The cartons shall be of fibre board, made so as to open at the end, and in such dimensions that when filled with plates the plates will fill the whole space in the carton snugly in all directions. The carton shall be approved by the registrar before the packing begins. Envelopes shall be printed as directed by the secretary of state, and shall be numbered or stenciled with the same number as the plates contained in said envelope. Envelopes shall be as per sample attached, the same type and design as used in the past, and must be approved by the secretary of state before packing begins. The gluing of the card pocket on the envelope must be done carefully so that there will not be any run of glue that will cause an obstruction to slow up the inserting of the card. In other words, the gluing must be done with clean straight margins leaving only approximately 5-1/4 inch space to hold the 4-2/3 inch card. The flap of the pocket envelope must be folded back toward the open wider of the pocket as it is in the sample of envelope attached. Motor-cycle and trailer plates shall be packed in the same manner except that one plate only shall be enclosed in each envelope. The contractor will be required to protect the state against all claims for patent infringement including indemnity for all expenses incurred in resisting all claims of such patent right.

COLOR - The colors of the plates shall be as directed by the secretary of state.

DEFINITIONS - The automobile (series A,B) truck (series F,I,X) bus (series G) trailer (series Z) and dealers number plates shall be in sizes as follows:

- For 2 or 4 materials 2 1/2 inches wide and 7 1/2 inches long
- For 2 materials 2 1/2 inches wide and 6 inches long
- For 2 materials 2 1/2 inches wide and 5 1/2 inches long
- For 2 materials 2 1/2 inches wide and 4 1/2 inches long
- For 2 materials 2 1/2 inches wide and 3 1/2 inches long

The successful bidder shall submit fully finished samples of the various classes and sizes of plates for final approval by secretary of state before starting work on contract.

QUANTITIES AND DELIVERIES - There will be required:

2,000 dealers plates divided into approximately 1,000 sets of plates, each set to be numbered consecutively as required, for example, D1-1, D 1-2, D 1-3 for the first set; D 2-1, D 2-2, D 2-3 for the second set, and so on, the first number being the same on each pair of each dealers set, definite order as to number of plates in each set to be given by registrar before manufacture of dealers plates begins.

350 "In Transit" plates, 250 of which shall be numbered consecutively from 1 to 250, and 50 of which shall have the letter "P" before the numeral so as to be numbered P 1, P 2, P 3 etc. up to P 50

1,200 single motorcycle plates to be numbered consecutively from 1 to 1,200.

12,000 pairs series "Q" truck plates numbered consecutively from 1 to 12,000.

70,000 pairs series "H" truck plates numbered consecutively from 1 to 70,000.

350 pairs series "X" truck plates numbered consecutively from 1 to 350.

10,000 single series "Z" trailer plates numbered consecutively from 1 to 10,000.

350 pairs of series "G" bus plates numbered consecutively from 1 to 350.

500 pairs of series "A" duplicate plates numbered consecutively from 1 to 500. 1,000 pairs of series "B" duplicate plates numbered consecutively from 1 to 1,000. 50 pairs of series "C" duplicate plates numbered consecutively from 1 to 50. 400 pairs of series "D" duplicate plates numbered consecutively from 1 to 400. 10 single series "E" duplicate plates numbered consecutively from 1 to 10. 10 pairs of series "F" duplicate plates numbered consecutively from 1 to 10. 5 pairs of series "G" duplicate plates numbered consecutively from 1 to 5.

All of the above must be delivered on or before November 1, 1931. There will be required:

70,000 pairs of series "A" automobile plates numbered consecutively from 1 to 70,000.

400,000 pairs of series "B" automobile plates numbered consecutively from 1 to 400,000.

All of series "A" and all of series "B" shall be delivered not later than November 15, 1931. All deliveries shall be made freight paid at the State Capitol at Saint Paul, Minnesota as directed by the registrar and arranged in numerical order and piled as directed by the registrar.

The registrar shall have the right to order additional quantities of any of the above classes of plates at such times and in such quantities as he may require for use during the term of the contract and the additional plates so required must be supplied and delivered.

THE PRECEDING



DOCUMENT(S)

HAVE BEEN

REFILMED

TO ENSURE

LEGIBILITY



1 to 300.
This contract shall be subject to the provisions of the laws of the State of Minnesota.
500 pairs of series "A" duplicate plates numbered consecutively from 1 to 500. 1,200 pairs of series "B" duplicate plates numbered consecutively from 1 to 1,200. 60 pairs of series "C" duplicate plates numbered consecutively from 1 to 60. 400 pairs of series "D" duplicate plates numbered consecutively from 1 to 400. 10 pairs of series "E" duplicate plates numbered consecutively from 1 to 10. 5 pairs of series "F" duplicate plates numbered consecutively from 1 to 5. 10 pairs of series "G" duplicate plates numbered consecutively from 1 to 10. 5 pairs of series "H" duplicate plates numbered consecutively from 1 to 5.

All of the above must be delivered on or before November 1, 1931. There will be required:

70,000 pairs of series "A" automobile plates numbered consecutively from 1 to 70,000.

400,000 pairs of series "B" automobile plates numbered consecutively from 1 to 400,000.

All of series "A" and all of series "B" shall be delivered not later than November 15, 1931. All deliveries shall be made freight paid at the State Capitol at Saint Paul, Minnesota as directed by the registrar and arranged in numerical order and piled as directed by the registrar.

The registrar shall have the right to order additional quantities of any of the above classes of plates at such times and in such quantities as he may require for use during the term of the contract, and the additional plates so required must be supplied and delivered

from time to time after January 1, 1935, as required upon the days
notice of the regular contract price.

Every bidder will be required to state in his proposal that he
is the owner or lessee of a suitable manufacturing plant equipped
with suitable machinery for the manufacture and production of such
plates, and capable of turning out at least 5,000 pairs of plates per
day, giving the name and place of location of such plant, or in case
the bidder is not a manufacturer of such plates, he must state in his
proposal that he has entered into a contract with a manufacturer who is
the owner or lessee of a plant of similar capacity, giving the name,
place, and capacity of such plant, to furnish and deliver upon his or-
der the number of plates required by these specifications, and must
enclose with and submit as a part of his proposal the statement of such
manufacturer to the effect that he has entered into such contract with
the bidder and that in the event the contract is awarded to such bidder,
the manufacturer will deliver upon his order the required number of
plates in accordance with these specifications in fulfillment of the
contract as to be entered into.

The commission reserves the right before awarding the contract to
visit the factory in which it is proposed to manufacture the plates
herein required and investigate the facilities and equipment of such
plant and to reject such bid unless satisfied that the bidder will be
able promptly to comply with the terms of the proposed contract, and
the right is reserved generally to the commission to reject any and all
bids.

In passing on the bids submitted not only the cost in money will
be considered, but also the durability, workmanship, and general ap-
pearance of the plates, as well as the ability of the bidder to perform
his agreements promptly and faithfully if awarded the contract.

This is of the essence of the standard contract for the purchase and delivery of these plates, and if the contractor shall fail to make delivery of any specified quantity of plates within the time required by these specifications, the state shall be deemed to be damaged by such failure of delivery, and the amount of such damage is hereby fixed and agreed upon in advance as liquidated damages, and not as a penalty, and a deduction will be made from the contract price accordingly, and the contract will so provide, that is to say, for each day's delay, Sundays and holidays excepted, until such satisfactory delivery shall have been made of the plates as herein provided at the rate of 1/8 of 1 per cent of the contract price, but not to exceed in all ten per cent thereof.

The liquidated damages shall be deducted for each period after the expiration of the time prescribed for delivery, as in the judgment of the commission, shall equal the time, that either in the beginning or in the prosecution of the deliveries contracted for shall have been lost on account of strikes, riots, fires, or other accidents, delays in transport for delivery on the part of the transportation company, or any other circumstance beyond the control of the contractor; but the question whether delays are due to the causes herein specified shall be determined by the contractor and its determination thereof shall be conclusively binding on the contractor. The contract will contain the provision that if the contractor shall fail in any respect to perform the contract, the state, at the option of the commission may rescind, and declare it null and void, and the commission may purchase or procure such plates in such manner and from such person or persons as it deems proper, paying such prices therefor as may be necessary in order to procure such said articles or materials of the kind as nearly as practicable, as the contractor shall fail to deliver as required, and any charge to, demand and recover from the contractor the difference between the price so paid therefor and the price stipulated in the contract, and the amount of such difference shall be paid by the contractor to the state on demand.