

### 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 1935 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 May 19th, 1934, for the furnishing of such plates, at the prices stated therein at a total estimated cost of approximately \$70,000.

The contractor will enter at once upon the performance of the contract and will manufacture and deliver the required number of 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 \$70,000, 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 then signed in behalf of the contractor by its proper officers under its corporate seal.

Dated June 1st, 1934.

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

*E. Pearlove*  
Chairman

(Corporate Seal)

GOPHER STAMP & DYE CO.  
Contractor

By *Chas. Jensen*  
Vice President

By *W. G. Smith*  
Secretary

The foregoing  
examined and approved as  
to form and legality this  
June 10th 1934  
HARRY H. PETERSON,  
Attorney General  
By *W. G. Stetick*  
Assistant Attorney General

COMPTROLLER'S CERTIFICATE

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

St. Paul, Minn.  
JUN 7 1934

*E. Pearlove*  
COMPTROLLER

KNOW ALL MEN BY THESE PRESENTS, that we, George  
Stump & His Company, a Delaware corporation, as principal,  
and Seaboard Surety Company  
of New York, a corporation, as surety, do hereby  
and lawfully bind unto the State of Minnesota in the amount  
of \$70,000, for the payment of which well and truly to be  
made we jointly and severally bind ourselves, our representa-  
tives and successors firmly by these presents.

Witness our seals and dated this 1st  
day of June, 1934.

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 manufacturing and furnishing of all of the motor vehicle  
license plates required by the state during the year 1935,  
including labor and material, the regularity and validity  
of which contract is hereby affirmed;

NOW, WHEREAS, 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 harm-  
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; and vice  
versa to remain in full force and effect.

(Corporate Seal)

GEORGE STUMP & HIS CO.  
Contractor

By Chas. Jensen  
Vice President  
J. J. Smith  
Secretary

(Corporate Seal)

Seaboard Surety Co.  
Surety

By Eric O. Morrison  
Its Attorney-in-Fact

By Guert L. Larson  
Its Attorney-in-Fact



SEAL

STATE OF MINNESOTA

DEPARTMENT OF STATE

Mike Holm  
Secretary of State

ST. PAUL

J. P. Bengston  
Asst. Secretary of  
State

Address Reply To  
Corporation Division

May 29  
1934

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

Gentlemen:

In accordance with the provisions of Section 1704, MMS 1927, I published a call for proposals for the manufacture of the number plates required for the administration of the motor vehicle registration law for the calendar year of 1935. The attached copies of the call and the specifications are self-explanatory. At the appointed hour today the bids were received and opened. I forward them to you herewith. They are, to-wit:

1. That by the Western Stamping and Manufacturing Company of Cleveland, Ohio, together with their certified check No. 4405 for \$1,000.00 drawn on the Central United National Bank of Cleveland, Ohio.
2. That by the Gopher Stamp & Die Co. of St. Paul together with their certified check No. 5956 for \$1,000.00 drawn on the American National Bank of St. Paul.

You will note that the Western Stamping and Manufacturing Company of Cleveland propose to furnish the plates at prices as follows:

"Owners ( Series A and B, Dealers, Truck, Bus, Tax Exempt, Snowmobile, Motorcycle, Trailer, Dupli- cate and In Transit Plates - @ per plate .053¢. "

The Gopher Stamp & Die Company in their bid, propose to furnish the plates at prices as follows:



Commission of Administration and Finance - 2

"The undersigned propose and agree to furnish, in strict accordance with specifications, Motor Vehicle License Plates as required by the State of Minnesota for the year 1935, at prices as follows:

"Series A, B, C, D, E, T, X, Y, Z	@ .0499	each
Motor Cycle Plates	@ .05	each
Tax Exempt Plates	@ .06	each
Duplicate Plates	@ .05	each
In Transit Plates	@ .05	each
No Vehicle Tax Plates	@ .06	each

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

I therefore recommend that the contract be awarded to the Gopher Stamp & Die Company. They have submitted the lowest bid and have proved their ability to perform by the very satisfactory service that they have given under similar contracts in the past. Furthermore, they are a local factory, employing local labor and are tax payers in this state.

Kindly return the certified checks to the bidders when you have done with them.

Yours very truly,

(Signed) Mike Holm  
SECRETARY OF STATE

Inc.  
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May 31st, 1934.

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 1935, as called for in the specifications which accompanied the call for proposals dated May 7, 1934, at the prices and in accordance with your bid dated May 29th, 1934.

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, C, D, S, T, X, Y, Z, price per plate \$.0499. Motorcycle, Duplicate and In Transit Plates, price per plate \$.05 each. Tax Exempt and No Vehicle Tax Plates - price per plate \$.06 each.

Approximate amount of your contract - \$70,000.00

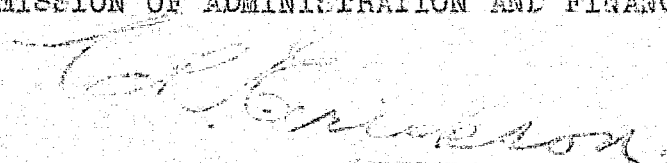
We enclose herewith contract and bond covering the above award. Will you kindly sign all three copies of the contract and have the bond executed, RETURNING ALL COPIES TO THIS DEPARTMENT FOR COMPLETION HERE. One copy will then be

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returned to you for your files. Be sure to notify your bonding company that all copies must be returned as some companies otherwise will retain a copy.

Yours very truly,

COMMISSION OF ADMINISTRATION AND FINANCE

  
Commissioner of Purchases

CRÉ:h  
C.C. Hon. Mike Holm,  
Secretary of State.



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GOPHER STAMP & DIE CO.  
Embossed  
Metal Signs And Markers  
For  
Streets-Highways-Railroads  
License Plates Of All Kinds

Chicago Ave. & Custer St.

St. Paul, Minn.

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May 28, 1934.

Mr. Mike Holm,  
Motor Vehicle Registrar,  
State Capitol Building,  
St. Paul, Minnesota.

Dear Sir:

The undersigned propose and agree to furnish, in strict accordance with specifications, Motor Vehicle License Plates as required by the State of Minnesota for the year 1935, at prices as follows:

Series A, B, C, D, S, T, X, Y, Z	@.0499.....each
Motor Cycle Plates	@.05.....each
Tax Exempt Plates	@.06.....each
Duplicate Plates	@.05.....each
In Transit Plates	@.05.....each
No Vehicle Tax Plates	@.06.....each

If two coats of enamel are required add .0055 to the above prices.

We can and will if necessary, give you twenty four hour service on additional and duplicate plates, as we have in the past and guarantee first class workmanship on all plates.

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

NRA  
MEMBER  
US

WE DO OUR PART

This order is acknowledged subject to our right, hereby reserved, to increase the prices contained herein to the extent of any increase in the cost of production caused by compliance with any Federal or State legislation or regulation hereafter adopted or put into effect.

Respectfully submitted,  
Gopher Stamp & Die Co.  
Chas. J. Sersen  
Vice Pres. & Treas.

All Agreements Are Contingent Upon Strikes, Accidents or other Delay Unavoidable Or Beyond Our Control. Stenographical and Clerical Errors Subject To Correction

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GOPHER STAMP & DIE CO.  
EMBOSSER  
Metal Signs And Markers  
For  
Streets-Highways-Railroads  
License Plates Of All Kinds  
Chicago Av. & Custer St. St. Paul, Minn.

May 29, 1934.

Mr. Mike Holm,  
Motor Vehicle Registrar,  
State Capitol Building,  
St. Paul, Minnesota.

Dear Sir:

We the Gopher Stamp & Die Co., are the sole owners of a factory, located at 78 East Chicago Ave., in the city of St. Paul, Minnesota and are equipped to turn out at least 5000 pairs of Motor Vehicle License Plates per day, complete ready for shipment.

Gopher Stamp & Die Co.

Chas. J. Sersen  
Vice Pres. & Treas.

All Agreements Are Contingent Upon Strikes, Accidents Or Other Delay Unavoidable Or Beyond Our Control. Stenographical And Clerical Errors Subject To Correction.

CALL FOR PROPOSALS FOR MOTOR VEHICLE NUMBER PLATES

In accordance with the requirements of Section 5706, M.R.S. 1937, notice is hereby given that sealed proposals will be received by the undersigned registrar of motor vehicles of the State of Minnesota, for furnishing motor vehicle number plates for use of the state in carrying out during the year 1935 provisions of the law relating to the registration and taxation of motor vehicles.

All proposals must be directed to the undersigned and deposited with him at the office of the secretary of state in the Capitol at the city of St. Paul prior to the hour of ten o'clock in the morning of the 20th day of May, 1934, at which time the proposals will be opened and the contract awarded by the Commission of Administration and Finance to the lowest and best bidder therefor, as the law provides. The right to reject any and all bids submitted is reserved.

There will be required approximately 700,000 pairs of plates, the exact number cannot be given, and bidders will specify the price per plate delivered.

Proposals shall be submitted for 24 U. S. gauge standard black steel, and shall be submitted for one or more coats of enamel dipped or sprayed, besides the coat necessary for the figures and other inscriptions, and such baking and other finishing that the contractor will guarantee the plates to meet the conditions required. All truck plates and other miscellaneous plates, except the automobile plates in the "A" and "B" series, must be delivered to the motor vehicle department and stacked in numerical order as directed by the registrar of motor vehicles on or before November 1, 1934, and all of the remaining plates, including automobile plates in the "A" and "B" series, must be delivered similarly not later than November 15, 1934.

Full specifications of the quality of materials, the size, enameling, stamping, and other details showing also the approximate number of plates of each class required, a statement of time and place for delivery, and other details are on file in the office of the secretary of state and may be examined there or a copy thereof will be furnished upon application to that office.

Each proposal must be accompanied by a certified check upon a State or National bank in the amount of \$2,000.00 or such less amount as is equal to 10% of the bid, payable to the state treasurer, the amount of such check to be forfeited to the state in case the successful bidder fails to enter into a contract and furnish bond within ten days after the award of the contract.

The successful bidder will be required to enter into a contract with the state for the manufacture and delivery of such plates, the form of such contract to be approved by the attorney general, and will be required to give a bond to the state with approved corporate surety in the amount of the contract price conditioned upon the faithful performance of the contract.

Dated at St. Paul, Minnesota, May 7, 1934.

WALTER BROWN

Registrar of Motor Vehicles

SPECIFICATIONS FOR  
MOTOR VEHICLE NUMBER PLATES

**MATERIAL AND WORKMANSHIP** - Proposals shall be submitted for 30 U. S. gauge standard black steel and shall be submitted for one or more coats of enamel, dipped or sprayed, besides the coat necessary for the figures and other inscriptions, and such baking 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 plates 1/8 inch inside the edge. There must be a marked contrast between the numerals and the background of the plate.

**DESIGN OF AUTOMOBILE, BUS, TRUCK, MOTORCYCLE, AND TRAILER PLATES** - All numerals except "1" of the number of the plates shall be 1-1/4 inches wide. All numerals of the number on the plate shall be 3 inches high and of a 3/8 inch stroke. Between the thousands and hundreds digits of the number, except in the case of four figure numbers, there shall be a dash (-) 1/2 inch wide. Between each figure of the number and between the above mentioned dash and the figure on each side of it, there shall be at least a 1/8 inch space. The figures on each side of the dash shall be at least a 1/8 inch apart. The figures on each side of the dash shall be at least a 1/8 inch apart.



At the top end of the plate there shall be the number "35" in figures approximately 2 inches high, and 1-1/4 inches wide of a 1/16 of an inch raised edge. At the top end of the plate, there also shall be the number "35" in figures 3/8 inch high, set so as to occupy proportionately the space between the vertical letter. At the right end of the plate, there shall be the abbreviation "M I N N" with letters arranged in a vertical column reading from the top down, each letter being 5/8 of an inch high and set so as to occupy proportionately the space at the right end of the plate. At the right end, half an inch from the center of the plate, there shall be two holes, the vertical distance between which shall be 3-3/8 inches from center to center. At the left end of the plate, there shall be two holes, located 1/8 inch from the end of the plate and 3-3/8 inches apart, measured vertically from center to center. Each of the 4 holes shall be 3/16 of an inch in diameter. Half an inch below upper edge and also half an inch above the lower 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 1-1/4 inches long, running horizontally.

**DESIGN OF MOTORCYCLE PLATES** - The motorcycle plates shall be 5 inches wide and 7 inches long. At the left end of the plate shall be the abbreviation "M I N N" in letters arranged in a vertical column approximately 2 inches high reading from the top down; at the right end of the plate shall be the number "35", the digits arranged in a vertical column approximately 2 inches high, the "5" above the "3". 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 "M I N N" and the "35". There shall be 1/8 of an inch hole at each of the four corners 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 1/8 inch long, running horizontally.



**DESIGN OF DEALERS' PLATES** - The design of the dealers' plates will be the same as the design of the regular automobile plates, except that before the number, there will be the letter "D" of the same size as the figures of the registration number, and between the parts of the number, there will be a dash (-) to distinguish the dealer's number from the plates' number by the same system of marking as that system is achieved in the regular dealers' plates.

**DESIGN OF BUSINESS PLATES** - The design of the dealers' plate shall be the same as that of the automobile and truck plate in every particular except that in the space at the left end, there shall be the number "1000" 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 dealers' plates, there shall also be the letter "D"  $3/8$  inches high,  $1-1/8$  inches wide and of a  $3/8$  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 number in characters  $3/8$  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 series letter  $3-1/2$  inches high and  $1-1/4$  inches wide of a  $3/8$  of an inch stroke, set  $3/4$  of an inch from the top margin of plate and at least  $5/8$  of an inch from the first numeral to the right. At the left end of the plate, there shall be the number "35" in figures 1 inch high, set  $1/8$  inch above the lower margin of the plate and proportionately spaced to occupy the space below the series letter. At the right end of the plate there shall be the abbreviation "M I N N" with letters arranged in a vertical column reading from the top down, each letter being  $3/8$  of an inch high and spaced so as to leave at least a  $1/2$  inch space from the margin of the plate above, below, and on the sides and from the vertical numeral on the left.

DESIGN OF TAX EXEMPT PLATES - The design of the tax exempt plates shall be substantially the same as that of the regular plates, except that instead of the word "REGULAR" there will appear "TAX EXEMPT" and there will be no serial letter or numeral at the left end. Arranged to read horizontally above the gear numeral "50", which "50" shall be in figures 5/8 of an inch high.

DESIGN OF TAX EXEMPT PLATES - The design of the tax exempt plates shall be substantially the same as the design of the duplicate plates, except that instead of the word "DUPLICATE" there will appear "TAX EXEMPT-33-5" and there will be no serial letter or numeral at the left end.

DESIGN OF TAX EXEMPT MOTORCYCLE PLATES - Tax exempt motorcycle plates shall be 7-1/8 inches long and 4 inches wide. As to punchings and beveled 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:

MINN-33-55  
TAX EXEMPT  
NO

The "NO" shall be in characters 1 inch high followed by the registration number in figures 1 inch high. The inscriptions "MINN-33-55" "TAX EXEMPT" shall be in characters 1/8 inch high.

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 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 come out in numerical order with the lowest number on top. The cartons shall be of fiber board, made in the usual way, and in such





Approximately 1000 trailers plates numbered consecutively from 1 to 1000.  
1000 pairs of plates, each pair to be numbered consecutively from 1 to 1000.  
For example, 1 1-1, 2 1-1, 3 1-1, etc. up to 1000 1-1.  
1 2-1, 2 2-1, 3 2-1, etc. for the second set, and so on, the first number being  
the set or each pair of each trailer set. Difficulty may be in  
number of plates in each set to be given by suppliers unless some  
feature of trailers plates being.

Motorcycle trailers plates numbered consecutively 1 2-1, 2 2-1,  
1 3-1, and so on up to and including 1 10-1, 1000 plates to  
give one each to five different trailers.

1000 "In Transit" plates, 500 of which shall be numbered consecutively  
from 1 to 500, and 500 of which shall have the letter "T" before  
the numeral so as to be numbered T 1, T 2, T 3, etc. up to T 500.

1000 single motorcycle plates to be numbered consecutively from  
1 to 1000.

A total of approximately 10,000 pairs of truck plates will be required,  
including a "T" series, and "H" series, a "Y" series, and a "P" series  
each numbered consecutively from 1 and up. Infinite series will  
be given when manufacturer is ready to begin work.

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

1000 single series "H" trailer plates numbered consecutively  
from 1 to 1000.

3000 single series "Y" trailer plates numbered consecutively  
from 1 to 3000.

1000 single series "P" trailer plates numbered consecutively  
from 1 to 1000.

1000 single series "T" trailer plates numbered consecutively  
from 1 to 1000.



100 pairs of series "A" duplicate plates numbered consecutively from 1 to 100.  
100 pairs of series "B" duplicate plates numbered consecutively from 1 to 100.

Definite order of "The above series" shall be given when manufacturer is ready to begin work.

500 pairs of series "C" duplicate plates numbered consecutively from 1 to 500. 1,000 pairs of series "D" duplicate plates numbered consecutively from 1 to 1,000. 100 pairs of series "E" duplicate plates numbered consecutively from 1 to 100. 100 pairs of series "F" duplicate plates numbered consecutively from 1 to 100. 100 single "G" duplicate plates numbered consecutively from 1 to 100. 10 single "H" duplicate plates numbered consecutively from 1 to 10. 10 single "I" duplicate plates numbered consecutively from 1 to 10. 10 single "J" duplicate plates numbered consecutively from 1 to 10. 10 single "K" duplicate plates numbered consecutively from 1 to 10. 5 pairs of series "L" duplicate plates numbered consecutively from 1 to 5. 5 pairs of series "M" duplicate plates numbered consecutively from 1 to 5. 5 pairs of series "N" duplicate plates numbered consecutively from 1 to 5.

All of the above must be delivered on or before December 1, 1934. There will be required:

Approximately 50,000 pairs of series "A" automobile plates numbered consecutively from 1 to 50,000; definite order will be given when manufacturer is ready to begin work.

475,000 pairs of series "B" automobile plates numbered consecutively from 1 to 475,000.

All of the series "L" and all of series "M" shall be delivered not later than December 15, 1934. All deliveries shall be made direct to the point of use and shall be accompanied by the necessary instructions for the use of the plates.



in such quantities as to be delivered...  
delivered from the...  
one day notice...  
state shall also have the right...  
price additional quantities of plates...  
and orders...  
within a period in place of any other.

Every bidder will be required to state in his proposal...  
in the name of source of a suitable manufacturing plant...  
with suitable machinery for the manufacture and production of such  
plates, and capable of turning out at least 1,000 plates of such  
per day, giving the name and place of location of such plant, and  
also 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 suitable capacity, giving the  
name, place, and capacity of such plant, to furnish and deliver upon  
his order the number of plates required by these specifications, and  
must enclose with and submit as part of his proposal the contract  
of such manufacturer to the effect that he has entered into such con-  
tract with the bidder and that in the event the contract is awarded  
to such bidder, the manufacturer will deliver upon his order the re-  
quired number of plates in accordance with these specifications in  
fulfillment of the contract to be entered into.

The committee 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 select such other sources of supply as may be  
deemed necessary to insure the prompt and efficient fulfillment of the  
contract to be awarded.

It is hereby agreed that the contractor shall be responsible for the transportation, maintenance, and delivery of the material, and shall be liable for any loss or damage to the material while in his possession or control.

Time is of the essence of the contract, and the contractor shall be liable for any delay in the delivery of the material. The contractor shall be liable for any loss or damage to the material while in his possession or control. The contractor shall be liable for any loss or damage to the material while in his possession or control. The contractor shall be liable for any loss or damage to the material while in his possession or control.

The contractor shall be liable for any loss or damage to the material while in his possession or control. The contractor shall be liable for any loss or damage to the material while in his possession or control. The contractor shall be liable for any loss or damage to the material while in his possession or control. The contractor shall be liable for any loss or damage to the material while in his possession or control. The contractor shall be liable for any loss or damage to the material while in his possession or control.



between the price so paid hereafter and the price stipulated in  
the contract, and the amount of such difference shall be paid by  
the contractor at the rate on demand.

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