

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 1939 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 17, 1938, for the furnishing of such plates, at the prices stated therein at a total estimated cost of approximately \$89,000.00.

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 \$89,000.00, conditioned for the faithful performance of the contract.

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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 MAY 25 1938, 1938.

THE STATE OF MINNESOTA
By Commission of Administration
and Finance.

E. J. Pearlove
Chairman

(CORPORATE SEAL)

GOPHER STAMP & DIE COMPANY
Contractor

By *James M. Waters*
President
Charles Jensen
Secretary - Vice Pres.

COMPTROLLER'S CERTIFICATE

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

St. Paul, Minn.
MAY 25 1938

E. J. Pearlove
COMPTROLLER.
by [Signature]

The foregoing *Contract*
examined and approved as
to form and legality this *26* day of
May 19 *38*
William [Signature]
Attorney General
Frank [Signature]
Assistant Attorney General

KNOW ALL MEN BY THESE PRESENTS, that we, Gopher Stamp & Die Company, a Delaware corporation, as principal, and Seaboard Surety Company of New York, a corporation, as surety, are held and firmly bound unto the State of Minnesota in the amount of \$89,000.00, 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 25th day of May, 1938.

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 1939, including labor and material, the regularity and validity of which contract is hereby 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 violation of the provisions thereof, and shall save the state harmless from all costs and charges that may accrue on account of any act of omission of the contractor 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

James M. Waters

President

Chas. Pierce

Secretary Vice Pres.

Seaboard Surety Co.
Surety

(CORPORATE SEAL)

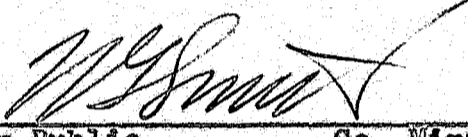
By

David R. Arnold
attorney-in-fact

STATE OF MINNESOTA }
COUNTY OF Ramsey } SS

On this 25th day of May, 1938, before me appeared James M. Waters and Charles Jensen, who being by me duly sworn did say that they are respectively the president and ~~secretary~~ ^{Vice President} of Gopher Stamp & Die Company, 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.

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



Notary Public, _____ Co. Minnesota.
My commission expires _____

W. G. SMITH,
Notary Public, Ramsey County, Minn.
My commission expires Jan. 16, 1940.

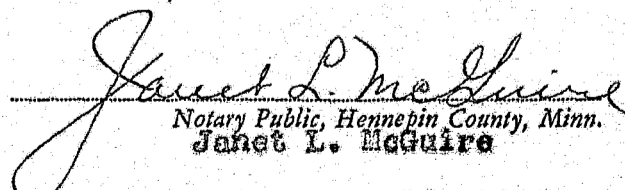
The within bond and the sureties thereon approved and bond filed May 25, 1938.

The foregoing Bond examined and approved as See Return

STATE OF MINNESOTA }
COUNTY OF HENNEPIN } SS:

On this 25th day of May, 1938

before me personally appeared David R. Arundel with whom I am personally acquainted, who, being by me duly sworn, said; that he resides in the city of Minneapolis, County of Hennepin; that he is the Attorney-in-Fact of the SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to said instrument is such corporate seal; that said instrument was executed in behalf of said corporation by authority of its Board of Directors and that he signed his name thereto as Attorney-in-Fact by like authority; and said David R. Arundel acknowledges said instrument to be the free act and deed of said Company, and that the liabilities of the said Company do not exceed its assets, as ascertained in the manner provided in Chapter 33, of the Laws of 1909 constituting Chapter 28 of the Consolidated Laws of the State of New York, and known as the Insurance law.



Notary Public, Hennepin County, Minn.
Janet L. McGuire

My commission expires January 16, 1945.

May 24th, 1938.

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 1939, as called for in the specifications which accompanied the call for proposals dated April 28, 1938, at the prices and in accordance with your bid dated May 17, 1938.

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 815,000 pairs of plates will be required during the year, consisting of Series A, B, C, D, S, T, X, Y, Z, price per plate \$.0546. Motor Cycle Plates, price per plate \$.0546. Tax Exempt and No Vehicle Tax Plates, price per plate \$.06. Duplicate and In Transit Plates, price per plate \$.0549.

Approximate amount of your contract \$89,000.00.

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 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

Phil Sundby

Commissioner of Purchases

FS:

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

SEAL

STATE OF MINNESOTA
Department of State
Motor Vehicle Department
Telephone Cedar 0355

Mike Holm
Secretary of State

ST. PAUL

J. P. Bengtson
Asst. Secretary of
State

May 19, 1938

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

Gentlemen:

In accordance with the provisions of Section 2704, M. M. S. 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 1939. 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 Gopher Stamp and Die Company of St. Paul, Minnesota, together with their certified check No. 10340 for \$1,000.00 drawn on the American National Bank, St. Paul, Minnesota
2. That by the S. G. Adams Company of St. Louis, Missouri, together with their certified check No. 4408 for \$1,000.00 drawn on the First National Bank, St. Louis.

You will note that the Gopher Stamp and Die Company of St. Paul propose to furnish the plates at prices as follows:

			Luminous Paint
"Series A, B, C, D, S, T, X, Y, Z	@ .0546	each @ .09	each
Motor Cycle Plates	@ .0546	each @ .09	each
Tax Exempt Plates	@ .06	each @ .10	each
Duplicate Plates	@ .0549	each @ .09	each
In Transit Plates	@ .0549	each @ .09	each
No Vehicle Tax Plates	@ .06	each @ .10	each

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

P. 2 Commission of Admin. and Finance 5/19/38

The S. G. Adams Company, St. Louis, Missouri, in their bid propose to furnish the plates at prices as follows:

"All Pairs of License Plates. . . .\$.119 per pr.
All Single License Plates.07 each.
Duplicate Plates to replace
lost plates or additional
Dealer Plates. 15 each
Postpaid.

"Additional License Plates in
quantities comprising 100# freight
shipment, same price as original
quotation."

The bids indicate that the use of luminous crystal finish in the manufacture of plates has not been developed sufficiently so that plates can be manufactured at the present time at a cost that will warrant its adoption. We therefore recommend that the Gopher Stamp and Die Company bid for plates with the regular enamel finish be accepted, their bid being the lowest.

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

Yours very truly,

(Signed) Mike Holm

SECRETARY OF STATE

Encls.
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TELEPHONE RIVERVIEW 0388

GOPHER STAMP & DIE COMPANY
Manufacturers of HIGHWAY MARKERS - TRAFFIC SIGNS - LICENSE PLATES
CHICAGO AVE. & CUSTER ST.
ST. PAUL, MINNESOTA

May 17th, 1938.

Hon. Mike Holm,
Motor Vehicle Registrar,
State Capitol,
St. Paul, Minn.

Dear Sir:

The undersigned propose and agree to furnish, in strict accordance with specification, Motor Vehicle License Plates as required by the State of Minnesota for the year 1939, at prices as follows:

Series, A, B, C, D, S, T, X, Y, Z,	@.0546	. . .each	Luminous Paint	@. . .09	. . .each
Motor Cycle Plates	@.0546	. . .each		@. . .09	. . .each
Tax Exempt Plates	@.06	. . .each		@. . .10	. . .each
Duplicate Plates	@.0549	. . .each		@. . .09	. . .each
In Transit Plates	@.0549	. . .each		@. . .09	. . .each
No Vehicle Tax Plates	@.06	. . .each		@. . .10	. . .each

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

Considered too, and a part of this bid is the following information as required in your specifications:

We are sole owners of a factory located at Chicago Avenue and Custer Street, in the City of St. Paul, Minnesota and are equipped to turn out at least 5,000 pairs of Motor Vehicle License Plates per day, complete and ready for shipment.

The mailing weights of license plates called for in specification is as follows:

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

TELEPHONE RIVERVIEW 0388

GOPHER STAMP & DIE COMPANY
Manufacturers of HIGHWAY MARKERS - TRAFFIC SIGNS - LICENSE PLATES
CHICAGO AVE. & CUSTER ST.
ST. PAUL, MINNESOTA

May 17th, 1938.
Page two

Hon. Mike Holm;
St. Paul, Minn.

SIZE:	WEIGHT
7" Tags	7 oz. Per Pair
9" Tags	9 oz. Per Pair
10 $\frac{1}{2}$ " Tags	11 oz. per pair
12 $\frac{7}{8}$ " Tags	13 $\frac{1}{2}$ oz. Per Pair
14" Tags	15 oz. Per Pair

The price on additional plates ordered shall be the same as previously mentioned.

As to delivery on additional and duplicate plates, we can and will if necessary, give you twenty-four hour service 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 amount of \$1,000.00.

Respectfully submitted,

GOPHER STAMP & DIE COMPANY
(Signed) Chas. J. Sersen
Chas. J. Sersen,
Vice President & Treasurer.

CJS/c
Enc.

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

In accordance with the provisions of Chapter 244, Section 244.01, 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 plates for the State in carrying out during the year 1933 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 19th day of May, 1933, at which time the proposals will be opened and the contract awarded by the Department of Administration and Finance to the lowest and best bidder therefor, as the law provides. The right to reject any and all bids is reserved.

There will be required approximately 225,000 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 courses of enamel dipped or sprayed, besides the coat necessary for the figures and other inscriptions, and with 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 "1" and "2" series, must be delivered in the motor vehicle department and placed in numerical order as directed by the registrar of motor vehicles on or before November 1, 1933, and all of the remaining plates, including automobile plates in the "1" and "2" series, must be delivered separately not later than November 15, 1933.

Full specifications of the quality of materials, the size, numbering, 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 Board of State Lands 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 \$1,000, or such less amount as it may be fixed by the Board, payable to the State Treasurer, and the amount of such check to be retained in the State Treasury as security for the faithful performance 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, April 25, 1933.

Registrar of Motor Vehicles

The design of regular plates shall be substantially the same except that the plate will be 5-3/8 inches wide as to permit the usual "movement" to appear across the plate 1/2 inch above the numeral in characters 1/4 of an inch high. The lettering at the left side will be identical in type with the regular plates. At the left end of the duplicate plates, there shall be a series of holes 1/2 inch high and 1-1/4 inches wide and a 1/4 inch as each hole, set 1/4 of an inch from the top margin of plate and at 3/8 of an inch from the left margin to the center. At the left end of the plate, there shall be the words "DUPLICATE" in

design of regular plates - The design of the duplicate plate shall be the same as that of the ordinary one but there is to be a circular mark at the left end of the plate in the center of the letter "D" 3 inches high, 1-1/4 inches wide and a 1/4 inch stroke.

DESIGN OF DUPLICATE PLATES. The design of duplicate plates shall be substantially the same except that the plate will be 5-3/8 inches wide as to permit the usual "movement" to appear across the plate 1/2 inch above the numeral in characters 1/4 of an inch high. The lettering at the left side will be identical in type with the regular plates. At the left end of the duplicate plates, there shall be a series of holes 1/2 inch high and 1-1/4 inches wide and a 1/4 inch as each hole, set 1/4 of an inch from the top margin of plate and at 3/8 of an inch from the left margin to the center. At the left end of the plate, there shall be the words "DUPLICATE" in

DESIGN OF TAX EXEMPT MOTORCYCLE PLATES - The design of the tax exempt motorcycle plates shall be substantially the same as that of duplicate plates except that in place of the word "MOTORCYCLE" there shall appear the phrase "TAX EXEMPT". On the "TAX EXEMPT" plates also instead of the serial letter at the left end, there will appear the word "TAX" in characters 3/4 of an inch high, arranged with the word "EXEMPT" above the word "TAX", both words reading horizontally below the year numerals "1939" which shall be in figures 3/4 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, including holes and slots, except that instead of the word "MOTORCYCLE" there will appear "TAX EXEMPT 39-42" 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 7-1/2 inches long and 4 inches wide. As to punchings and beveled edges, they shall be substantially the same as the regular motorcycle plates. Arranged horizontally along the length of the plate there shall be the following inscriptions:

TAX
EXEMPT
1939

The "TAX" shall be in characters 1 inch high followed by the registration number in figures 1 inch high. The inscriptions "TAX EXEMPT" shall be in characters 3/4 inch high.

... plates shall be packed in individual cartons
together with proper padding and shall be packed in cartons
with a sheet of paper between the plates. The plates shall
be packed in the cartons in the order in which they are
in the cartons. The plates shall be packed in individual cartons
in cartons for delivery so that when the cartons are 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 up as to open at the end, and in such dimensions that when
filled with plates the plates will fill the inside space in the
carton snugly in all dimensions. The cartons shall be approved by
the Secretary of State as to material, design, workmanship and
other particulars before the packing begins, including materials
used in sealing the cartons. The glue used must be one that will
not crystallize so as to leave sharp edges that will cut the hands
that handle the cartons after opening. Each envelope shall be
printed as directed by the Secretary of State, and shall be un-
lined or stencilled with the same number as the plates contained in
said envelope. How will be furnished after contract is awarded
and must be approved by the Secretary of State before envelopes
are printed. 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 as to material, design, workmanship and other par-
ticulars before packing begins. The paper of which the envelopes
are made must be of a strength guaranteed to withstand the handling
in the shipping room necessary in inserting the registration card.
The gluing of the card pocket on the envelope must be done carefully
so that there will not be any rim of glue that will cause an ob-
struction to slow up the inserting of the card. In other words, the
gluing must be done with clean straight margins leaving only approx-
imately 5-1/8 inch space to hold the 4-1/8 inch card. Printed
sample must be approved as to gluing and all other particulars be-
fore manufacturer begins. The flap of the pocket envelope must be
folded back toward the open window of the pocket as it is in the
sample of envelope attached. ... and letter plates shall

be printed in the same manner as the other plates shall be
enclosed in each envelope. The Government will be responsible
to protect the plates against all claims for patent, copyright, or
other infringement, or all expenses incurred in connection with
of such patent rights. An appropriate paper enclosure shall be
between the two plates of each pair shall be printed with any
plate by the Secretary of State.

Color - The colors of the plates shall be as directed by the
Secretary of State.

Dimensions - The automobile (section 1, 2) plates (series 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100) and trailer (series 1, 2) and motorcycle (series 1, 2) and license
number plates shall be in sizes as follows:

- For 1 or 2 characters of inches wide and 7 1/2 inches long
- For 3 characters of inches wide and 8 inches long
- For 4 characters of inches wide and 10 1/2 inches long
- For 5 characters of inches wide and 12 inches long
- For 6 characters of inches wide and 14 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 Markings - There will be required

approximately 2000 pairs license plates divided into approximately
nearly 2000 sets of plates, each set to be numbered approximately
as required, for example, 1 1-1, 2 1-1, 3 1-1 for the first set;
1 2-1, 2 2-1, 3 2-1 for the second set, and so on, the first number
being the same on each pair of each license set, definite order as
to number of plates in each set to be given by registers before
manufacture of license plates begins.

3 Motorcycle license plates numbered consecutively 1 1-1, 2 1-1,
3 1-1, and so on up to and including 9 1-1, 10 1-1, and 11 plates to
give one each to five different license.

4500 "In Transit" plates, 1500 of which will be numbered consecutively from 1 to 1500, and 3000 of which will be numbered "1" before the annual code to be manufactured, 1500 of which to be F 200.

4500 single motorcycle plates to be numbered consecutively from 1 to 4500.

A total of approximately 130,000 pairs of truck plates will be required, including a "1" series, an "X" series, a "Y" series, and a "Z" series each numbered consecutively from 1 and up. Definite order will be given when manufacturer is ready to begin work.

20,000 single series "2" trailer plates numbered consecutively from 1 to 20,000.

200 single series "22" trailer plates numbered consecutively from 1 to 200.

5000 single series "222" trailer plates numbered consecutively from 1 to 5000.

1000 single series "2222" trailer plates numbered consecutively from 1 to 1000.

400 single series "22222" trailer plates numbered consecutively from 1 to 400.

250 pairs of series "3" bus plates numbered consecutively from 1 to 250.

200 pairs of series "33" automobile plates numbered consecutively from 1 to 200.

Definite order of "Tax Exempt" plates will be given when the manufacturer is ready to begin work.

100 pairs of series "A" duplicate plates numbered consecutively from 1 to 100. 1000 pairs of series "B" duplicate plates numbered consecutively from 1 to 1000. 100 pairs of series "C" duplicate plates numbered consecutively from 1 to 100. 100 pairs of series "D" duplicate plates numbered consecutively from 1 to 100. 10 single motorcycle duplicate plates numbered consecutively from 1 to 10. 15 single "E" duplicate plates numbered consecutively from 1 to 15. 10 single "F" duplicate plates numbered consecutively from 1 to 10. 25 single "G" duplicate plates numbered consecutively from 1 to 25. 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. 5 pairs of series "K" duplicate plates numbered consecutively from 1 to 5. 100 pairs of series "L" duplicate plates numbered consecutively from 1 to 100. 10 pairs of series "M" duplicate plates numbered consecutively from 1 to 10.

All of the above must be delivered on or before November 1, 1933. There will be required:

Approximately 15,000 pairs of series "A" automobile plates numbered consecutively from 1 to 15,000. Infinite order will be given when manufacturer is ready to begin work.

625,000 pairs of series "B" automobile plates numbered consecutively from 1 to 625,000.

All of the series "A" and all of the series "B" shall be delivered not later than November 15, 1933. All deliveries shall be made freight paid at the State Capitol at Saint Paul, Minnesota as directed by the Secretary of State and arranged in numerical order and piled as directed by the Secretary of State.

The Secretary of State 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

Contract for the purchase of plates and delivery of the same

... of the amount of the proposed contract...
... and delivery of such plates, and if the contractor shall
... to take delivery of any specified quantity of plates within
... the time specified by these specifications, the State shall be bound
... to be charged by such failure of delivery, and the amount of such
... damage to 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 be pro-rated,
... 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 1/2 of 1 per cent of the contract
... price, but not to exceed 50 cents per cent thereof.

... liquidated damages shall be collected for such period after
... the expiration of the time prescribed for delivery, as in the judg-
... ment 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, illness, fires, or other
... accidents, delays in transit for delivery on the part of the trans-
... portation company, or any other circumstances beyond the control of
... the contractor but the question whether delays are due to the
... causes herein specified shall be determined by the Commission 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 way 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 charges
... so, 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 as damages.

8977