June 19, 1911.

STATE OF TEXAS:
COUNTY OF HARRIS:

This agreement entered into between W. Waldo, herein after called the Principal and the John H. Blair Co., Incorporated, herein after called the Contractor.

WITNESSES;

That the Contractor will perform for the Principal certain services in consideration of the prices shown opposite each item of service in the schedule of work.

All of the above mentioned services are confined to the transportation of material and tools to be used in the construction of tunnels, "C" and "D", and the Water Tank and Oil Tank at the Rice Institute. The above mentioned tunnels and water tanks being described in the general specifications prepared by Cram, Goodhue and Ferguson.

All tools and materials are to be transported from Blodgett Station on the G.H. & S.A. Railway to any point designated by W. Waldo, or his representative, at the site of the Rice Institute.

The following is the schedule of items and prices:

Crushed Rock per cubic yard $0.45
Sand per cubic yard 0.45
Cement per barrel 0.11
Steel reinforcing rods per ton 0.78
Waterproofing felt and compound per ton 0.60

Provided there should be any items not mentioned which can be measured by the cubic yard the price for transportation from Blodgett per cubic yard shall not exceed Forty Five Cents, and should there be any items not mentioned which can be measured by the ton the price per ton should not exceed sixty Cents.

It is further understood that whenever the Principal shall proceed with Tunnel "B" described in the General Specifications, the Contractor will transport all the material for tunnel "B" at 1
the same prices shown in the Schedule in this Contract.

The Contractor agrees to move all material fast enough to prevent the accumulation of any demurrage on cars billed to the Principal, or to assume such demurrage himself.

All rock and sand is to be measured in cars by the Principal or his representative, and compensation is to be made for same upon this measurement. Payments are to be made upon cement per barrel, delivered into the cement house provided by the Principal, and stacked as directed by the foreman in charge of the work. Reinforcing steel and felt waterproofing and compound are to be paid for per ton as shown on the invoice.

The Contractor will be entitled to payment for his services every two weeks, beginning Saturday, July 1st, and said payment will amount to 85% of the total value of his estimate up to Wednesday preceding the date of payment.