

Murray Camp Kearny

Lemon Grove, California.
September 18, 1918.

War Finance Corporation,

Washington, D. C.

Gentlemen:

Whereas, the Cuyamaca Water Company, a co-partnership, consisting of the following individuals: James A. Murray, Wm. G. Henshaw and Ed Fletcher, are desirous of being assisted by the War Finance Corporation in the construction of the following:

First: A major dam on the San Diego River at the head of the Cuyamaca Water Company's flume.

Second: The building of a pipeline to Camp Kearny from the Cuyamaca Water Company's lately constructed concrete dam, known as Murray Dam, and

Whereas, said proposed dam and pipeline are necessary for the conservation and transmission of additional supply of water, which will be furnished the U. S. Government at the Camp Kearny cantonment.

Therefore, We, the Board of Directors of the La Mesa Irrigation District, in session this day, petition your Honorable Body to assist in every way possible the Cuyamaca Water Company in the financing of the proposed dam and pipeline heretofore mentioned, and for the following reasons:

First: Owing to the location of the cantonment in San Diego County the demand for water has materially increased and there is urgent need of an increased supply.

Second: The lands within the La Mesa Irrigation District, which include the City of La Mesa and the towns of Lemon Grove and Spring Valley, are entirely dependent upon the Cuyamaca Water system for their supply of gravity water, and by the construction of said major dam it means a materially increased water supply, therefore making possible a much larger development of irrigated lands as well

as an assured increase in domestic supply of water for lands within the boundaries of the district.

Respectfully submitted.

LA MESA, LEMON GROVE & SPRING VALLEY IRRIGATION DISTRICT.

By _____
President.

By _____
Secretary.

CONTRACT FOR WATER SUPPLY.

BETWEEN.....R. C. Marshall, Jr., Brigadier General.....U.S. Army,
AND.....The Cuyamaca Water Company.....
FOR.....WATER SUPPLY AT CAMP KEARNY, CALIFORNIA.....
DATE OF CONTRACT.....APPROPRIATION AND AMOUNT.....
DATE EFFECTIVE.....DATE EXPIRES.....
THE AUTHORITY FOR THIS CONTRACT IS

THESE ARTICLES OF AGREEMENT, entered into this... day of.....
1918, between R. C. Marshall, Jr., Brigadier General, U.S. Army, for and
in behalf of the United States of America, of the first part, (herein-
after designated as Contracting Officer,) and James A. Murray, William
G. Henshaw, and Ed. Fletcher, copartners doing business as the Cuyamaca
Water Company of the City of San Diego, San Diego County, California,
(hereinafter designated as the Contractor,) of the second part, WITNESS:

WHEREAS, The security of the provisions for sufficient water
supply at Camp Kearny, California, makes it necessary to construct a
pipe line from the Murray Reservoir and the Flume of the Cuyamaca Water
Company, to the Camp; and

WHEREAS, THE Contractor is unable at this time to construct said
pipe line at its own expense, and such additions, at this time, are to
be made in order to safeguard the requirements of Camp Kearny for
water supply; THEREFORE

1. The Contracting Officer will, in consideration of the water
service hereinafter specified to be rendered by the Contractor, and of
the repayment by the Contractor to the Contracting Officer of the value
of said pipe line, all as hereinafter specified, furnish and install
at the cost of the Government, a pipe line and the necessary connec-
tions to convey water from the Murray Reservoir and the Flume of the
Cuyamaca Water Company, located in San Diego County, California, which
is supplied from the upper water shed of the San Diego River through
the Cuyamaca Flume. The title to said pipe line and necessary con-
nections shall remain in the United States of America until disposed
of in accordance with the terms hereof.

2. Provided the Contractor shall furnish evidence satisfactory
to the Contracting Officer that it will do the foregoing work, with
due economy and despatch, the Contracting Officer may, at his option,
entrust such work to the Contractor, in which event the Contracting
Officer does hereby agree to reimburse the Contractor for the actual
cost of the construction of said pipe lines and necessary connections,
not to exceed the sum of two hundred fifty thousand (\$250,000.00)
dollars. It is hereby mutually agreed, however, that if the Contractor

shall fail to execute said work in a manner or at a rate of progress
satisfactory to the Contracting Officer, then the Contracting Officer
shall have the right at any time to take such work out of the hands
of the Contractor and complete it in such manner as he may elect, pay-
ing to the Contractor the actual reasonable cost of any work done by it
up to the time when the work shall have been so taken from its hands.

3. In consideration of the foregoing, the Contractor does hereby
assume and agree to pay all of the cost of said pipe line and connec-
tions in excess of the sum of two hundred and fifty thousand (\$250,000.)
dollars, and in the event the Contracting Officer constructs said pipe
line and connections, the Contractor does hereby agree to pay in cash
to the Contracting Officer an amount of money equal to the excess of
the cost of such pipe and necessary connections, over and above the
sum of two hundred and fifty thousand dollars upon demand therefor.

4. The Contractor agrees to furnish to the United States of
America during the life of this contract or any renewal or extension
thereof, for use at Camp Kearny, water from the upper water shed of
the San Diego River, through the Cuyamaca Flume, at the rate of eight
cents per one hundred cubic feet, until such rate shall have been
changed by the proper authorities, in such quantities as the Govern-
ment may desire, but not to exceed four million gallons per day, through
meters to be provided and installed by the Contractor at its own expense.
Such water shall be safe, potable and suitable for domestic use, and
shall be such as will meet the approval of the Sanitary Officer or
Officers at Camp Kearny.

5. In consideration of the construction by the Government of such
pipe line, the Contractor, for itself, its successors and assigns, does
hereby agree to purchase all of said pipe line and necessary connections
so to be constructed as aforesaid, one year from the termination of the
present war with Germany, and to pay the Government therefor, together
with interest as hereinafter provided, the full value thereof, as may be
determined by an appraisal made by a board of two disinterested, non-
resident appraisers, one to be selected by the Government, the other by
the Contractor. In the event of the failure of such two appraisers to
agree upon an appraised value of said pipe line, a third disinterested,
non-resident appraiser may be selected by agreement of the two, or in
their failure to agree, by the Judge of the United States District
Court of the District in which San Diego County lies. The judgment of a
majority of said Board of Appraisers shall be binding upon both parties
hereto.

6. During the life of this contract, the Government shall retain
out of any moneys accruing to the Contractor for water supplied hereun-
der, the total amount thereof, save and except the sum of eight-tenths
of one cent per one hundred cubic feet of water furnished, (which latter
figure is hereby agreed upon as the reasonable operating expense for the
maintenance of said pipe line and the delivery of water to Camp Kearny);
and the Contractor does hereby agree to pay to the Government all sums
of money in excess of the sum of eight-tenths of one cent per one hundred
cubic feet of water furnished through the said pipe line to be construct-
ed under the provisions hereof, whether the same be owing to said Con-
tractor from the Government for water furnished it, or from any other

person, firm or corporation served by said Contractor with water through said pipe line. For all such sums retained by the Government or paid to it by the Contractor, the Contractor shall have credit on account of the purchase of said pipe lines, first, for interest charges upon the amount expended by the Government at the rate of 5% per annum from the date of the payments made by the Government hereunder, and second, upon the purchase price of said pipe line as hereinabove set forth.

7. It is hereby agreed that at the time the purchase of said pipe line is to be completed, the Contractor shall pay the balance of the purchase price in cash; but in the event of its inability, after due diligence, to provide for said payment in cash, the Contracting Officer may accept payment in such manner and upon such terms as the parties hereto may at that time agree upon.

8. Neither this contract, nor any interest therein, shall be transferred by the Contractor to any other party, except to the extent permitted by Section 3477, United States Revised Statutes.

9. The Contractor expressly warrants that it has employed no third person to solicit or obtain this contract in its behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by it hereunder; and that it has not, in estimating the contract price or compensation demanded by it, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to it hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. The Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid.

10. Wages of laborers, operatives and mechanics, doing any part of the work, contemplated by this contract, in the employ of the Contractor, shall be computed upon a basic day rate of eight hours work, with overtime rates to be paid for at not less than time and one-half for all hours in excess of eight hours.

11.(a) All work done under this contract must be performed in full compliance with the laws of the state, territory or District of Columbia where such labor is performed.

(b) The Contractor agrees to comply with all rules and regulations fixing the conditions of employment, which are now in force or may hereafter be promulgated by the Officer in Charge of the Construction Division. The Contractor shall make no departure from the standard rate of wages being paid in the locality where said work is being done without the prior consent of the Contracting Officer, and shall not attempt to secure labor at the expense of other Government work.

(c) No minor under fourteen years of age shall be employed at any work under this contract. No minor between the ages of fourteen and sixteen years shall be employed more than eight hours in any one day, or more than six days in any one week, or before six o'clock A.M. or after seven o'clock P.M.

12. That in the performance of this contract the said contractor shall not, directly or indirectly, employ any person undergoing sentence of imprisonment at hard labor which may have been imposed by a court of any state, territory or municipality having criminal jurisdiction, nor permit such employment by any person furnishing labor or materials to such contractor in fulfillment of this contract.

13. No Member or Delegate to Congress, or Resident Commissioner is, or shall be, admitted to any share or part of this contract, or to any benefit that may arise herefrom, but, under the provisions of section 116 of the act of Congress approved March 4, 1909 (35 Stats., 1109) this stipulation shall not extend, or be construed to extend, to any contract made with an incorporated company for its general benefit.

14. This contract shall bind and inure to the Contractor and its successors. It is understood and agreed that wherever the words "Contracting Officer" are used herein, the same shall be construed to include his successor in office, any other person to whom the duties of the Contracting Officer may be assigned by the Secretary of War, and any duly appointed representative of the Contracting Officer.

15. That, at the option of the United States, this contract, with all its covenants and agreements, may be renewed yearly as often as the needs of the public service may require, so as to give the United States continuous service, not extending, however, beyond the thirtieth day of June, 1928. But no renewal shall be made to include more than one fiscal year; and the United States reserves the right to terminate this contract at any time within the period for which the same is made or may be renewed by giving thirty days' notice in writing to the contractor or agent.

16. In the event the Contractor shall do the construction work herein provided for, it shall first furnish a bond in the penal sum of One Hundred and Twenty-five Thousand (\$125,000.00) Dollars for the faithful performance of this contract, and for the prompt payment of all bills for labor and materials.

WITNESS the hands of the parties hereto the day and year first above written, all in duplicate.

UNITED STATES OF AMERICA.

By _____ Contracting Officer.

WITNESSES:

(1) _____

(2) _____

Copartners doing business as
Cuyamaca Water Company.

Fletcher Company
FLETCHER BUILDING
820 EIGHTH ST.
SAN DIEGO, CALIFORNIA

AGENTS
PINE HILLS
DEL MAR
GROSSMONT

Sent to:

Mr. A. P. Johnson,
Mr. Melville Klauber,
Col. H. R. Fay,
Mr. Virgil Bruschi
Mr. Frank Belcher.
Mr. William Clayton,

July 25, 1918.

My Dear

Enclosed find copy of letter which I have received from Major General Strong, today, which is explanitory.

I am absolutely certain in my own mind that nothing will ever be done to increase the size of Camp Kearny until there is an abundant supply of gravity water to Camp Kearny. We have already lost, to my certain knowledge, all opportunity to double the cantonment, owing to the water situation.

Yours very truly,

F-F

From the papers of Ed Fletcher, the following letters were removed to the alphabetized correspondence files:

"CAMP KEARNEY"

CHRISTENSEN, C. A., October 20, 1917
Fletcher (Manager of Cuyamaca Water Co.) on Res. 24040
HALLEY, JOHN H. (Pres. of the Lemon Grove & Spring Valley
Irrigation District) to War Finance Corporation,
Sept. 18, 1918
HUBER, W.L.
Huber to W.F. McClure, (with an enclosed letter to the
War Finance Corporation) Sept. 23, 1918
Huber to H. Hawgood, Sept. 23, 1918
MCCLUNG, D.A. to Fletcher, Sept. 30, 1918
MCNEIL, G.A. (Pres. of the Merchants Assoc.) to Hon. Scott
Ferris, March 8, 1918
MURRAY, J.A. to Ed Fletcher, Sept. 27, 1918
Fletcher to THE WAR FINANCE CORPORATION, Oct. 8, 1918
WHEELER, W.R. to Ed Fletcher, Sept. 25, 1918
WRIGHT, Allen H.:
RESOLUTION NO. 24040
OFFICIAL APPROVAL OF RES. 24040, November 2, 1918

Ed Fletcher Papers

1870-1955

MSS.81

Box: 67 Folder: 5

**Business Records - Land Companies - Miscellaneous land,
with various Ed Fletcher companies - Camp Kearny -
Water Supply Proposal (Cuyamaca Water Company)**



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