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## GETTY OIL COMPANY

PROPOSAL FOR RFP NO. ET-78-R-08-0003 GEOTHERMAL RESERVOIR ASSESSMENT CASE STUDY

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COLADO AREA PERSHING COUNTY NEVADA

# GETTY OIL COMPANY WESTERN EXPLORATION & PRODUCTION DIVISION EXPLORATION DEPARTMENT BAKERSFIELD, CALIFORNIA

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PROPOSAL FOR

RFP NO. ET-78-R-08-0003

GEOTHERMAL RESERVOIR ASSESSMENT CASE STUDY, NORTHERN BASIN

AND RANGE PROVINCE

COLADO AREA PERSHING COUNTY NEVADA

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- Re: Request for Proposal (RFP) No. ET-78-R-08-0003 Geothermal Reservoir Assessment Case Study, Northern Basin and Range Province
- A. The Proposer is:

Getty Oil Company P. O. Box 5237 Bakersfield, California 93308 Attention: J. W. Woffington Phone: (805) 399-2961

- B. Technical Proposal
  - 1. Investigation Area
    - a. The investigation site is located within Townships 27 N. and 28 N., Range 32 E., M.D.B.& M., and includes the Colado Known Geothermal Resource Area, Pershing County, Nevada.
    - b. Getty Oil Company holds Federal Geothermal Leases on alternating sections as shown on Exhibit 1, totalling 5,861.43 acres and holds an additional 3,163.18 acres in leases on privately owned land. These lands are accessible for the purposes of this investigation, subject to federal and state permitting regulations. Alternating sections are owned by the Southern Pacific Land Company and are subject to an operating agreement with Phillips Petroleum Company.
    - c. Geological Descriptions

The area is located on the west flank of the West Humboldt Range in a typical Basin and Range Province setting. The area centers approximately seven miles northeast of the Lovelock townsite. The western two-thirds of the prospective area is covered by a thin veneer of alluvium overlying a complex of Mesozoic sediments partially intruded by quartz monzonite of Cretaceous age. The eastern portion of the area is comprised of exposures of Tertiary Rhyolite and Mesozoic metasedimentary rocks. The western boundary of the Humboldt Range is inferred to be a large normal fault. Adjacent Rhyolitic rocks exhibit extreme shearing. Detail geology is available from the Southern Pacific Company.

d. Site Selection

Getty Oil Company has selected this site on the basis of surface geology, presence of the warm water wells, and abnormally high gradients in three mineral core holes and hot water wells. Locations of the water wells and mineral core holes are shown on Exhibit 1. In addition, adjacent exposed bed rock exhibits hydrothermal alteration and mineralization. Geophysical data also suggests the presence of a geothermal reservoir. The area is located 18 miles south of the Rye Patch area in which Phillips Petroleum is planning development drilling. Geologically, the two areas are similar.

2. Program Data Offered

### a. Subsurface

The proposed program is scheduled by phases as described below. The execution of succeeding phases will be dependent on results of the preceding phases.

### Phase I - Shallow Gradient Holes

Getty Oil Company proposes to drill a maximum of eighteen (18) shallow gradient holes to a depth of approximately 500 feet each. A temperature log of each hole will be made and 30-foot drill samples will be collected. All data derived from drilling these holes is offered, including but not limited to those items detailed in paragraph 3.

#### Phase II - Deep Gradient Hole

Getty Oil Company proposes to drill one deep gradient hole to an approximate total depth of 1,500 feet. An induction, sonic and temperature log will be run and 30-foot drill samples will be collected. All data derived from the drilling of this hole is offered, including but not limited to those items detailed in paragraph 3.

### Phase III - Exploratory Well

Getty Oil Company proposes to drill an exploratory well at a location to be determined from results of the preceding phases. Tentative total depth is 8,000 feet. In the event a potentially productive geothermal reservoir is encountered, the well will be completed and a 24-hour flow test will be made. All data derived from the drilling of this well is offered, including but not limited to those items detailed in paragraph 3.

#### Phase IV - Extension Production Well

In the event the well proposed under Phase III is productive, Getty Oil Company proposes to drill an additional well as an extension test of the reservoir at a location to be selected after completion of Phase III to a tentative total depth of 8,000 feet. In the event a potentially productive reservoir is encountered, the well will be completed and a 24-hour flow test will be made. All data derived from the drilling of this well is offered, including but not limited to those items detailed in paragraph 3.

### Phase V - Short Flow Tests

Short flow tests shall be 24 to 48 hour duration tests to determine mass flow capability of wells. Calculations will be based on differential pressure measurements and lip pressure measurements using the James Method. Chemical analysis, industrial water analysis and pressure-temperature services will be utilized.

### Phase VI - Long Term Flow Tests

Long term flow tests shall be six-month duration tests to determine the production capability of wells and the geothermal reservoir. Work shall include measurement of steam and liquid phases, chemical and water analysis, pressure and temperature services, interference testing, and additional wireline logging and surveys.

In addition, Getty Oil Company offers temperature data on two existing mineral core holes located on Section 26, T. 28 N., R. 32 E., each drilled to a total depth of 435 feet.

#### b. Surface

Getty Oil Company also offers 70 square miles of gravitymagnetic coverage and 48 square miles of resistivity survey coverage, more particularly described in paragraph 3.b, page 7.

c. Reservoir Engineering Studies

None

- 3. Program Description
  - a. Subsurface
    - The proposal involves the new drilling of 18 shallow gradient holes, Phase I; one 1,500' deep gradient hole, Phase II; two exploratory wells, Phases III and IV; conduct flow tests, Phases V and VI; and the sale of existing data on two gradient holes.

(2) Drilling and completion procedures

### Phase I - Shallow Gradient Holes

- (a) Total depth 500 feet
- (b) Hole size 4½" to 500'
- (c) Drilling fluids water base gel mud and maintain minimum weight for lost circulation control. Weight between 66-68#, viscosity between 40-50 seconds, and no water loss control.
- (d) Casing at 500' (TD), 1" PVC plastic pipe, last 10' at surface galvanized 1" steel pipe with locking collar and waterproof cap.
- (e) Cementing fill annulus from TD to 10' with heavy mud, 10' to surface with construction grade G cement, sand and water.
- (3) Mud Logging monitor flow line temperatures. Catch 30' drill samples
- (4) Coring and Analysis none
- (5) Drill Stem Testing none
- (6) Logging temperature survey at completion and 30 days after completion
- (7) Flow Testing none
- (8) Fluid Chemistry none
- (9) Well Bore Treatment none

Phase II - Deep Gradient Holes

- (a) Total depth 1500 feet
- (b) Hole sizes and depths 8-3/4" to 801', 6-1/4" to 1500'
- (c) Drilling fluids O to TD clay base mud
- (d) Casing 7" casing 800'
- (e) Cementing 200 sacks Class "G" cement with cement returns to surface

Phase II - Deep Gradient Holes (continued)

- (3) Mud Logging monitor flow line temperatures. Catch 30' drill samples
- (4) Coring and Analysis none
- (5) Drill Stem Testing none
- (6) Logging temperature survey at completion and 30 days after completion
- (7) Flow Testing none
- (8) Fluid Chemistry none
- (9) Well Bore Treatment none

<u>Phase III - Exploratory Well and Phase IV - Extension</u> Production Well

- (a) Total depth 8000'
- (b) Hole sizes and depths 36" to 30'; 28" to 100';  $17\frac{1}{2}$ " to 800';  $12\frac{1}{4}$ " to 2000'; and  $8\frac{1}{2}$ " to 8000'
- (c) Drilling fluids:

Interval	Type	Weight	<u>Viscosity</u>	<u>Water Loss</u>
0 - 30'	C01	nductor se	et	
30'-100'	Gel water	65-68	55-65	As required
100'-800'	Gel water	65-68	45-55	As required
800'-2000'	Gel water	65-68	40-50	As required
2000'-8000'	Gel water	65-68	40-50	As required

Maintain corrosion and scale control through all intervals

(d) Casing:

Size	<u>Set At</u>	<u>Hole Size</u>
30" conductor	30'	36"
20", 94#,H-40 Csg, slip joint	100'	28"
13-3/8", 54.5#, K55 Csg, buttress	800'	175"
9-5/8", 40#, K55 Csg, buttress	2000'	12'4"
Open Hole	8000'	812"

(e) Cementing:

Depth	Туре
30' 100'	Ready Mix 1:1 Perlite, 40% Silica flour, 2% gel 1/2% CFR-2, plus 100% excess
800'	1:1 Perlite, 40% Silica flour, 2% gel 1/2% CFR-2, plus 100% excess
2000'	1:1 Perlite, 40\$ Silica flour, 2% gel 1/2% CFR-2, plus 100% excess

Sufficient slurry to bring returns to surface

- (f) Drift Surveys each trip and as needed
- (3) Mud Logging to be installed before drilling out conductor casing. Log and continuously monitor hole to TD.
- (4) Coring and Analysis one conventional core; depth to be determined by duty geologist. Analysis dependent on rock type and recovery.
- (5) Drill Stem Testing none
- (6) Logging logs to be run as directed

IES - - 10 MV - - 50 ohms FDC - CNL - - 10-30 grams/cc Gamma Ray - BHC Sonic - - 40-70, 70-100 API Temperature logs - - 0-150 heat flow units

- (7) Flow Testing one day flow test utilizing a range of orfices
- (8) Fluid Chemistry Standard industrial analysis of produced fluids sampled at various intervals during flow test
- (9) Well Bore Treatment none contemplated

Phase V - Short Flow Tests

Short flow tests shall be 24 to 48 hour duration tests to determine mass flow capability of wells. Calculations will be based on differential pressure measurements and lip pressure measurements using the James Method. Chemical analysis, industrial water analysis and pressure-temperature services will be utilized.

### Phase VI - Long Term Flow Test

Long term flow tests shall be six month duration tests to determine the production capability of wells and the geothermal reservoir. Work shall include measurement of steam and liquid phases, chemical and water analysis, pressure and temperature services, interference testing, and additional wireline logging and surveys.

Conducting a long term flow test requires the drilling of the initial exploratory test well and the extension production well, since each well may serve as an injection well when alternately testing each well for its productive capabilities.

Getty Oil Company also offers temperature data obtained at total depth and at 50' intervals in two 435-foot holes located on Section 26, T. 28 N., R. 32 E.

- b. Surface Investigations
  - Getty Oil Company offers 70 square miles of gravity-magnetic acquired in September and October of 1977. The field survey was made by Lanton Surveys and Electrodyne Survey Services. Coverage is shown in Exhibit 2.

Getty Oil Company offers 48 square miles of resistivity data acquired between November 1977 and February 1978. The field survey was made by Electrodyne Survey Services.

Seven interpretation maps are included.

Coverage is shown on Exhibit 3.

(2) Types of data included are as follows:

423 gravity-Magnetic Stations

- 31 MT-AMT Soundings (Scaler)
- 17 Roving Vector Telluric Soundings with
- 4 Vector Telluric Base Stations
- 231 End-on-end Telluric Measurements
- 11 DC Galvanic Electrical Resistivity (ER) Soundings
- 156 DC Electric-field Measurements Along Profiles
- 7 Time Domain (TDEM) Electrical Field Soundings
- 8 Combined Electrical Field and Magnetic TDEM Soundings
- c. Reservoir Engineering Studies

None

#### 4. Schedule

I.

Six copies of all data and one-half of all cores, sample cuts, and other material specified as herein provided in Part 2 will be delivered by the Contractor to the Department of Energy in general accordance with the bracketed numbers as shown below.

- (1) Data to be delivered within 45 days after completion of that particular phase.
- (2) Data to be delivered within 90 days after completion of that particular phase
  - Phase I Shallow Gradient Holes Temperature log and samples (1)

Phase II - Deep Gradient Hole Induction, sonic, temperature log, samples (1)

Phases III & IV - Exploratory Well and Extension Production Well All data as provided in Paragraph 3.a.(2)<sup>-</sup> (1)

Phases V & IVI- Flow Tests

In addition, Getty Oil Company will furnish copies of data on two gradient holes and the various geophysical surveys within 45 days of the execution of this contract.

(2)

Work schedule is attached as Exhibit 4. This schedule is dependent on achieving permitting within the time frame as shown on this schedule.

5. Environmental Evaluation

a. Description of the Environment Affected

The Colado area is within the desert biome and is relatively undeveloped. The climate is semiarid. The elevation ranges from 4000 to 5500 feet. The Humboldt River, a perennial stream, flows along the western portion of the area. Other drainage in the area is normally dry, except during storms. The investigation site is within the sagebrush association, consisting of shadescale, bud sage, big sagebrush and black greasewood. The area supports a wide range of animal life. The environmental aspects are covered in detail in EAR 27-020-4-103, December 1975.

The area is within or adjacent to a transportation and utility corridor which includes a controlled-access, four lane divided highway, Interstate-80, electrical transmission lines, telephone lines, gas pipeline and the main line of the Southern Pacific Railroad.

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b. Analysis of the Potential Environmental Impact

The 500-foot gradient hole, Phase I, will involve the disturbance of an area approximately 25 feet by 50 feet. The Phase II deep gradient hole will involve the surface disturbance of an area approximately 50 feet by 100 feet. Phases III and IV deep wells will involve a surface disturbance of 1.0 to 2.0 ha. These surface disturbances will create the most severe impact, since the removal of vegetation for road and drilling pad construction cannot be avoided. This will result in a loss of some wildlife and wildlife habitat. Other unavoidable impacts would be the visual impairment by operations and increased public usage by the newly created access. In addition, some degradation of air and noise pollution will occur, but neither should increase beyond accepted standards. The current environment includes periodic noise and air degradation attributed to interstate automobile and railroad traffic. After usage, which could be of a long time duration if commercial steam production capability is achieved, equipment removal, regrading, and reclamation procedures should mitigate and even enhance much of the disturbed land.

c. Potential Conflicts with Existing Land Use Patterns and Programs

Potential conflicts exist in the area, due to the reduction of the amount of land available for grazing leases and recreation usage.

- C. Cost
  - 1. Estimated Total Gross Program Cost

Phase I	Shallow Gradient Holes	\$ 90,900
Phase II	Deep Gradient Hole	102,000
Phase III	Exploratory Well	1,364,000
Phase IV	Extension Production Well	1,364,000
Phase V	Short Flow Test	169,000
Phase VI	Long Flow Test	751,000
Phase VI	Long Flow Test	751,000

Esixting Data

Two Gradient Holes	5,658.50
Gravity & Magnetics	7,402.50
Resistivity Surveys	42,200.00

Total \$3,896,161.00

Detail breakdown of the cost elements of Phase I through Phase VI is attached as Exhibits 5, 6, 7, 8 and 9.

 Proposed cost for each new work phase is in form of a bottom hole contribution representing one-half of estimated gross cost, as follows:

<u>Phase</u>	Activity	<u>\$/Ft.</u>	Maximum <u>Total</u>
I II IV V VI	18 Shallow Gradient Holes Deep Gradient Hole Exploratory Well Extension Production Well Short Flow Test Long Flow Test	5.05 34.00 85.25 85.25	\$ 45,450 51,000 682,000 682,000 84,500 375,500
		Subtotal	\$1,920,450
Cost fo	r existing data		
	Two Gradient Holes Gravity & Magnetics Resistivity Surveys	3.17 _ _	2,829.25 3,701.25 21,100.00
		Subtotal	27,630.50
		TOTAL	\$1,948,080.50

The aforesaid Phases I and II and the surface data expenditures shall be a firm commitment for Phase I of \$5.05 per foot, Phase II \$34.00 per foot, and surface data for \$27,630.50, at a total maximum cost of \$124,080.50. Phases III through VI shall be subject to the Department of Energy's "availability to appropriate additional funds" and the election by the contractor to proceed with each subsequent project phase after evaluating the prior project phase just completed. Notwithstanding anything hereinabove stated to the contrary, it is understood and agreed that contractor may reduce the project work proposed for each phase of the aforesaid program if, in contractor's best judgement, an analysis of the results obtained from completed work warrants a reduction or curtailment of the program as planned.

- D. Business and Management
  - 1. Prior Experience

Getty Oil Company has been active in geothermal resource exploration since 1971. We have drilled numerous gradient holes in various areas and have drilled three geothermal exploratory wells to date. These are the No. 1 Kettenhofen, Geysers Area, Lake County, California, No. 1 PRC 4572.1, Mono Lake, Mono County, California, and the KGRA No. 52-21, Roosevelt, Utah. Getty Oil Company currently holds 44,948.87 net acres of geothermal leases on various prospects in the Western United States. Getty Oil Company personnel have kept abreast of geothermal drilling and exploration technology.

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Page	1	of	3

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CONTRACT PRICING PROPOSAL (RESEARCH AND DEVELOPMENT)				Office of Management and B Approval No. 29-RO18	
This form is for use when (i) submission of cost or pricing data (see FPR 1-3.807-3) is required and (ii) substitution for the Optional Form 59 is authorized by the contracting officer.			nd PAGE NO.	. NO. C	FFAGES
NAME OF OTHERON	SUPPLIES AND/	DR SERVICES TO	BE PURNISHED		
Getty Oil Company	All dat	a on 18	shallow	gradient l	noles,
HOME OFFICE ADDRESS				deep tes	
P. O. Box 5237				gradient l	
Bakersfield, California 93308 DIVISION(S) AND LOCATION(S) WHERE WORK IS TO BE PERFORMED	and 2 e	xisting	aeonhysi	cal survey	/5
DIVISION(S) AND LOCATION(S) WHERE WORK IS TO BE PERFORMED				SOLICITATION NO.	
Colado Area, Nevada	<b>s</b> 1,948,	080.50	RFF	'No. ET-78-R-	08-0003
DETAIL DESCRIPTI	ION OF COST	ELEMENTS	· ·		
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6. SUBCONTRACTED ITEMS			[		
C. OTHER-(1) RAW MATERIAL			1		
(2) YOUR STANDARD COMMERCIAL ITEMS			1	Sector and	
(3) INTERDIVISIONAL TRANSFERS (At other thus cost)			1		
	OTAL DIRECT MA	TERIAL	1903300.00		<u> </u>
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3. DIRECT LABOR (Specify)	ESTIMATED HOURS	RATE/ HOUR	EST COST (\$)		
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TOTAL DIRECT LABOR				12.01	
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5. SPECIAL TESTING (Including field work at Government installations)			EST COST (S)		
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6. SPECIAL EQUIPMENT (If direct charge) (Itemize on Exhibit A) 7. TRAVEL (If direct charge) (Give details on attached Schedule)					
4. TRANSPORTATION		<del></del>	EST COST (S)		
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9. OTHER DIRECT COSTS (Itemize on Exhibit A) 10. TOTAL DIRECT COST AND OVERHEAD					
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13. TOTAL ESTIMATED COST				1,948,080.5	)
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S. TOTAL	ESTIMATED COST	T AND EEF O	0.0000000	1,948,080.5	<b>`</b>

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his proposal is	submitted for use in connection with and in response to	(Describe RIP. etc.)		Page 2 of 3
	•		aco Study No	rthorn
	. ET-78-R-08-0003 Geothermal Rese and Range Province			
d reffects dur PED NAME AND	and Range Province	uctions to Offerors and the Foot SIGNATURE	notes which follow.	
	Voffington	- ``	N~L	
	on Exploration Manager	A.W.Wo	Imator	
ME OF FIRM	0/1 Company		) DATE OF SUBM	
Getty	Dil Company			, 1978
OST EL NO.	EXHIBIT A-SUPPORTING SCHEDULE (S)		eeded. Use reverse	EST COST (S)
9	Phase I, Bottom Hole Contributio		18	201 0001 107
•	500-foot gradient holes at \$5.		mum cost	45,450
9	Phase II, Bottom Hole Contributi		gradient	
<b></b>	hole at \$34.00 per foot. Maxi	mum cost	·	51,000
9	Phase III, Bottom Hole Contribut	ion to a 8000-foot	evoloratory	
	well at \$85.25 per foot. Maxim		exploratory	682,000
9	Phase IV, Bottom Hole Contributi	on to a 8000-foot	extension	
	production well at \$85.25 per	foot. Maximum cos	t	682,000
9	Phase V. Contribution to short t	<u>erm flow test at o</u>	ne-half	94 500
	estimated cost			84,500
9.	Phase VI, Contribution to long t	erm flow test at o	ne-half	
	estimated total cost			375,500
		<u></u>		
9	<u>Temperature data on two existing</u>		<u>h 435 feet</u>	0.000.05
	each at \$3.17 per foot, one-ha	<u>if total_cost</u>		2,829.25
9	70 square miles of gravity-magne	tic coverage, one-	half	
<u> </u>	total cost			3,701.25
9	48 square miles of resistivity s	<u>urvey data at one-</u>	half	
·	total cost			21,100.00
	UTIVE AGENCY OF THE UNITED STATES GOVERNMENT PERFORMED	ANY REVIEW OF YOUR ACCOUNT	TOTAL	1,948,080,50
	PRIME CONTRACT OF THE UNITED STATES GOVERNMENT PERFORMED		OR RECORDS IN CONNE	CIION WITH ANT OTHER
X YES	NO (If yes, identify below.)	· ·		
Defense	Contract Audit Agency for U.S.D.	0.E. (San)	TELEPHONE NUMBER/EXT	
<u>1333 Br</u>	<u>oadway, Oakland, California 94618</u>		415 273-7842	
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	E GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPO	DSED CONTRACT?		
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IX YES	EG-77-C-08-1523, Roosevelt	Hot Springs Well	No. 52-21, Ut	an l
	I SUMMARY CONFORM WITH THE COST PRINCIPLES SET FORTH IN A	GENCY REGULATIONS?		
X YES	NO (11 no. expluin on reverse or separate page)			1
	See Reserve for Instr	uctions and Footnotes	OPTIO	NAL FORM 60 (10-71)

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2. Principal Project Personnel

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a.	John J. Dieckman, Western Exploration and Production, Division Geologist Registered Geologist - State of California No. 1763 B.S. in Geology 1950 Texas A & M Employed by Getty Oil Company March, 1951 1951-1958 Development Geologist - Houston, Texas 1958-1960 District Exploration Geologist - Houston, Texas 1960-1965 " " Bakersfield, Calif. 1965-1967 District Development Geologist " " 1967-1970 Special Projects Geologist " " 1970-1975 Geothermal Exploration Geologist, " "
b.	George M. Thompson, Western Exploration and Production, Division Geophysicist Registered Geophysicist - State of California No. 300 B.S. in Geophysics - 1964 University of South Carolina M.S. in Geophysics - 1967 " " " 1967-1970 Geophysicist, Shell Oil Co., New Orleans, La. & Denver 1970-1975 Sr. Geophysicist, Tenneco Oil Co., Lafayette, La. Employed by Getty Oil Company January, 1975 1975-Present Division Geophysicist - Bakersfield, California Geothermal, Oil and Gas
с.	<pre>Wayne A. Shaw, Western Exploration and Production Geothermal Geologist Registered Geologist - State of California No. 2106 B.S. in Geology - 1949 Oklahoma University Graduate Work - 1950 " " 1950-1952 Field EngrGeolograph Co., Oklahoma City 1952-1953 EngrDynamatic Draworks Brake Corp., Bakersfield, Calif. 1953 Employed by Getty Oil Co., Bakersfield, California 1953-1958 Exploration Geologist " " 1958-1972 Development Geologist " " 1972-1974 Geothermal Exploration Geologist, Bakersfield, Calif. 1974-1975 Property Evaluation Geologist " " 1975-Present Exploration Geologist " "</pre>
d.	Robert A. Shore, Western Exploration and Production, Operations Engineering Supervisor, San Joaquin Valley East B.S. in Petroleum Engineering - 1969 Stanford University Employed by Getty Oil Company - January, 1970 1970-1971 Production & Drilling Engineer, Bakersfield, Calif. 1971-1972 Computer Automation Engineer """ 1971-1973 Production Group Leader """ 1973-1974 Facilities Group Leader """ 1975-1977 Lead Staff Engineer """

#### 3. Operational Plan

The operational plan is attached as Exhibits 10, 11 and 12.

4. Contacts

a. Business

Mr. J. W. Woffington Division Exploration Manager Getty Oil Company P. O. Box 5237 Bakersfield, California 93308 Phone: (805) 399-2961

b. Technical

Mr. J. J. Dieckman Division Geologist Getty Oil Company P. O. Box 5237 Bakersfield, California 93308 Phone: (805) 399-2961

Mr. G. M. Thompson Division Geophysicist Getty Oil Company P. O. Box 5237 Bakersfield, California 93308 Phone: (805) 399-2961

Mr. W. A. Shaw Geothermal Geologist Getty Oil Company P. O. Box 5237 Bakersfield, California 93308 Phone: (805) 399-2961

Mr. R. A. Shore Engineering Supervisor Getty Oil Company Rt. 1, Box 197X Bakersfield, California 93308 Phone: (805) 399-2961

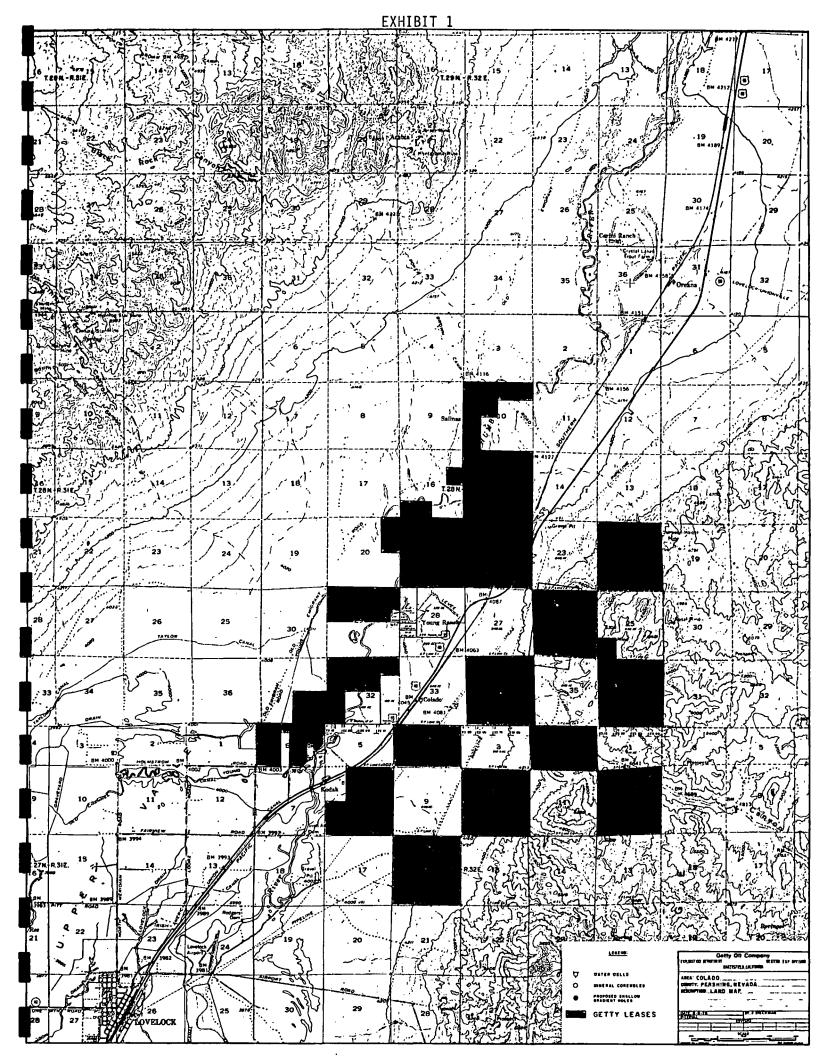
c. Contractual and Legal

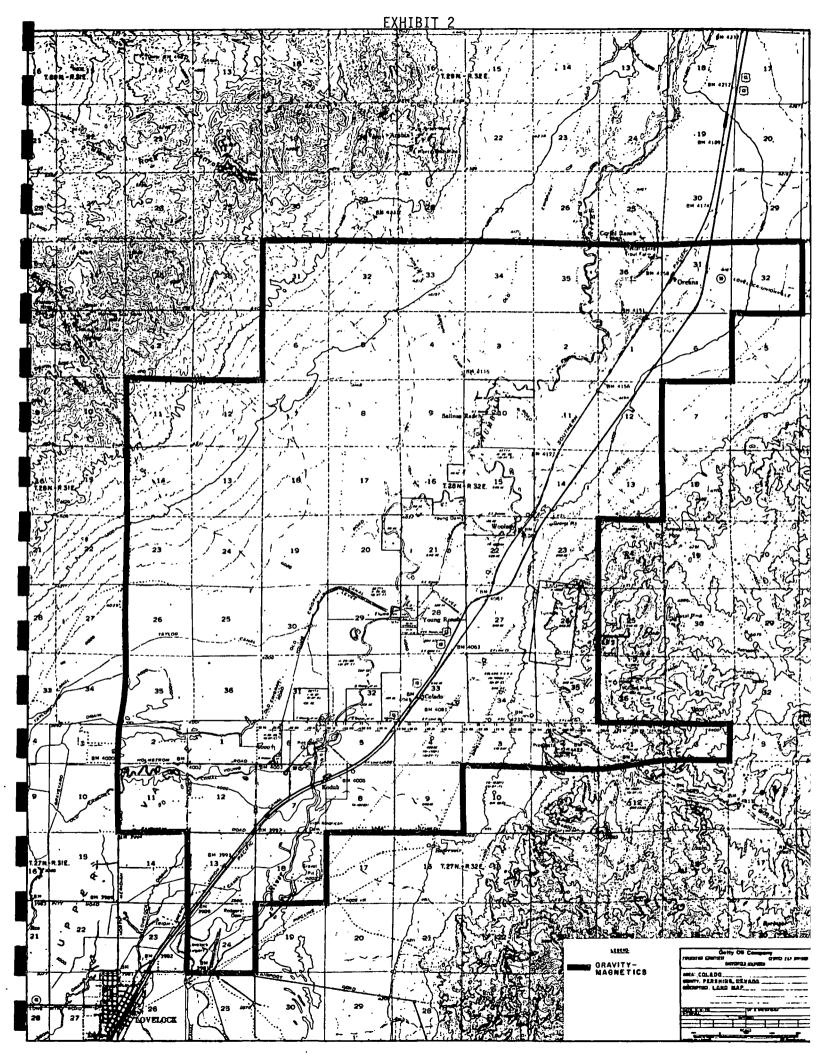
Mr. L. E. Kell Division Attorney Getty Oil Company P. O. Box 5237 Bakersfield, California 93308 Phone: (805) 399-2961

### 5. General Contract Provisions

The General Contract Provisions set forth in Enclosure 8, as referenced in request for proposal No. ET-78-R-08-0003 dated March 31, 1978, are all acceptable as a basis for contract negotiation. However, your attention is directed to Contract Work Hours and Safety Standards Act--Overtime Compensation, Page 74 of this RFP Clause No. 7.17 of enclosure. It is our intention to provide all general provisions of any contract to the subcontractors bidding on any of the work contemplated in the proposal. We have observed that certain of the drilling contractors and other subcontractors in various areas of the Western United States often guarantee a 40-hour work week, with shifts running in any day in excess of 8 hours, with straight time as paid by such subcontractors for the 40 hours and sometimes for that time work in excess thereof. We shall, nevertheless, insist that the cited provision be observed by the subcontractor and all liability thereunder be assumed by him if awarded a contract, unless this provision is waived by the government.

- 6. The "Programmed Technical Scope", as set forth in the RFP, has been reviewed and the proposal submitted herewith contemplates that all data developed under the proposal will be furnished pursuant to any contract awarded and may be published.
- 7. Getty Oil Company's 1977 Annual Report to Stockholders is attached hereto.
- 8. This proposal will remain in effect for 120 days from May 30, 1978.
- 9. The person signing this proposal has the authority to commit the proposer to all provisions of the proposal.
- 10. GSA Form 19B, "Representations and Certifications" is attached as Exhibit 13.





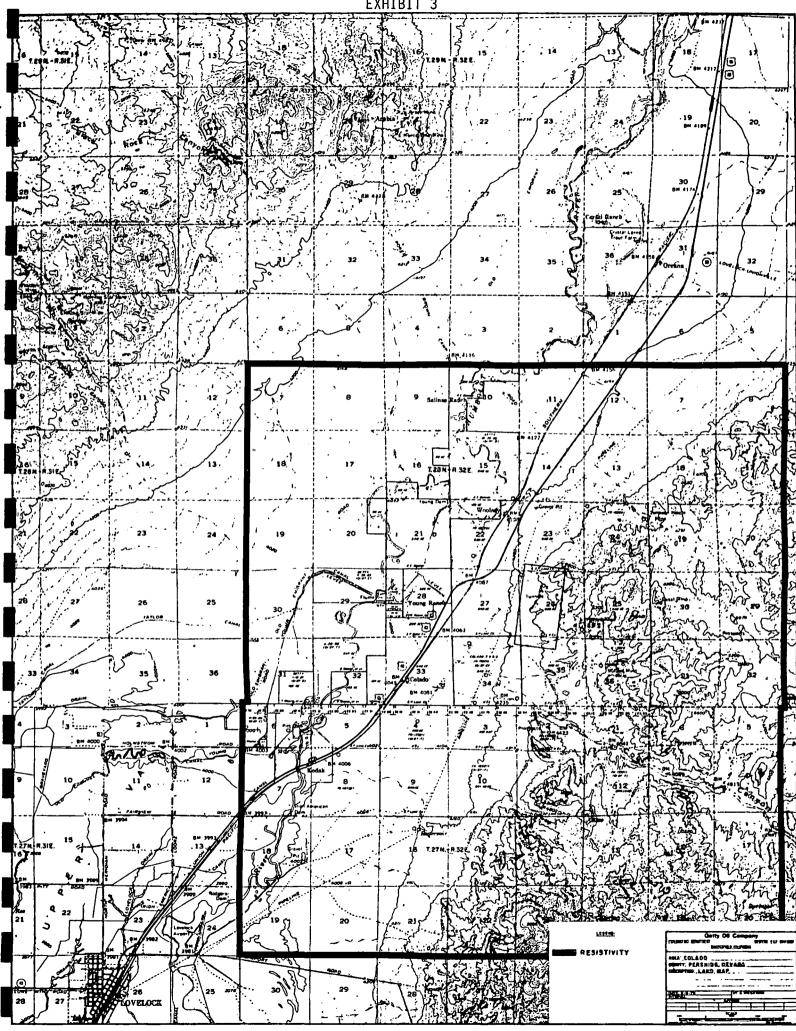


EXHIBIT 3

GETTY OIL COMPANY PERFORMANCE COLADO, NEVADA SCHEDULE: EXHIBIT 4 PHASE CALENDAR YEAR 1978-4 TH. 1979-1ST. 1979-2 ND. 1979-3 RD. 1979-4 TH 1980-1 ST. 1980-2 ND 1980-3 RD. 1980-4 TH 1981-1 ST. 1981-2 ND 1981-3 RD FISCAL YEAR 1979 - 1 ST. 1979-2 ND 1979 - 3 RD. 1979 - 4 TH. 1980-1 ST. 1980-2 ND. 1980-3 RD. 1980-4TH. 1981-1ST. 1981-2 ND ACTIVITY F S 0 N F M N D 1 M A M J J A 0 N D 1 F M A M 1 A S D 1 M A 1 0 1 GRADIENT HOLES Ι NNN Π DEEP GRADIENT HOLE EXPLORATORY WELL Ш ¥ 12 NINNN I EXTENSION PRODUCTION WELL SHORT TERM FLOW TEST Y NININ Д LONG TERM FLOW TEST PERMITTING & PREPARATION -WORK PERFORMANCE

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# GRADIENT HOLE

# Well Cost Estimate

The following cost estimate is based on 500' wells requiring 1-1/2 days each to complete.

Drilling Fluid (10 gal. at \$10/gal) Bits (50¢/ft.)	100 ,000 100 250
Out of town "subsistance pay" \$15/day/man	45
Water truck \$30/day	45
Cementing	250
Pipe 40¢/ft.	200
Getty Personnel \$150/day, 3 day/well	450
Miscellaneous Getty overhead (car, phone, lodging)	150
Contingencies 10% (locations, roads, etc.)	460

Total Estimate per Well \$ 5,050

# Colado - Temperature Observation Well

Depth - 1500'

Intangibles

Total Intangibles \$ 94,000

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# Tangibles

Wellhead, valves, etc. 50' of 20" conductor 800' of 7", 23#, J55 casing Casing hardware				600 1,700 5,100 600
	Total	Tang	ibles	8,000
	Total	Inta	ngibles	94,000
	Total	Well	Estimate	\$ 102,000

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## COLADO EXPLORATORY TEST WELL Pershing County, Nevada

# COST ESTIMATE

Intangibles	Dry Hole	Completion
Intangibles Location, roads, sump Water, vacuum truck Drilling contractor (in and out) Drilling contractor (71 days at \$6070) Bits, reamers, stabilizers Coring Drilling Fluid Cementing Mud Logging Wireline Logging Tool rentals Hauling Rental equipment (BOPE, Tanks, Totco, Swaco) Landscape location, fill sump Miscellaneous Contingencies Abandonment Plugs Additional Pusher, 260/day Getty Personnel, Lodging, Transportation Expenses	Dry Hole 28,000 40,000 165,000 431,000 132,000 18,000 110,000 44,000 33,000 38,000 44,000 17,000 42,000 11,000 11,000 44,000 9,000 18,000 15,000	28,000 40,000 165,000 431,000 132,000 132,000 18,000 44,000 33,000 45,000 50,000 18,000 42,000 6,000 11,000 44,000 -0- 18,000 15,000
Total Intangibles	1,250,000	1,250,000

Tangibles	Dry Hole	Completion
Wellhead, valves, etc. 200' of 20" conductor 800' of 13-3/8", 54.4#, K-55 buttress 2000' of 9-5/8", 40#, K-55 buttress Casing hardware Contingencies	8,000 8,000 18,000 32,000 3,000 4,000	48,000 8,000 18,000 32,000 3,000 5,000
Total Tangibles	73,000	114,000
Total Intangibles	1,250,000	1,250,000
Total estimate per well	1,323,000	1,364,000

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# COST ESTIMATE

## Phase V - Short Flow Test on Both Wells

Equipment and Contract Services	 <u>Cost</u>
Meter Run Additional Piping and Fittings Valves and Meters Installation - Contract Services Chemical & Water Analysis Pressure & Temperature Services Computer Services	\$ 30,000 3,500 7,500 10,000 7,500 7,500 5,000
Subtotal - Equipment & Contract Services	\$ 71,000

# Labor

1

Area, Coordinator (6 months) Reservoir Engineer (3 months) Production Engineer (3 months) Production Foreman (3 months) Operating & Maintenance (6 months) Travel and Subsistence (15 man months) Subtotal - Equipment and Contract Services	\$ \$	18,000 7,500 7,500 6,000 15,000 15,000 69,000
Total	\$	140,000

Inflated @ 10%/yr to 1980

\$ 169,000

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# COST ESTIMATE

# Phase VI - Long Term Flow Test on Both Wells

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Equipment and Contract Services	Cost
Separator with Controls Injection Pumps (2) Pipeline (10,000 feet - installed) Misc. Controls and Instruments Tank (Rental \$20/Day) Valves and Fittings Installation - Contract Services Miscellaneous Chemical & Water Analysis Pressure & Temperature Services Additional Wireline Logging and Surveys Interference Test Equipment Computer Services Subtotal - Equipment and Contract Services	<pre>\$ 100,000 60,000 20,000 7,500 15,000 25,000 25,000 10,000 10,000 40,000 15,000 15,000 \$ 392,500</pre>
Labor	
Area Coordinator (12 months) Reservoir Engineer (18 months) Production Engineer (6 months) Production Foreman (12 months) Operating & Maintenance (24 months) Travel & Subsistence (48 man months) Subtotal - Equipment and Contract Services	<pre>\$ 36,000 45,000 15,000 24,000 60,000 48,000 \$ 228,000</pre>
Total	\$ 620,500
Inflated @ 10%/yr to 1980	\$ 751,000

EXHIBIT	10
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	EXTIDIT	10	
ACT No			Bakersfield, California Date:
	DRILLING P <u>Gradient</u>		
WELL NUMBER:	······································		
LOCATION:			
ELEVATION	MAT	К.В.	(All measurements from K.B.)
DRILLED BY:		· · · ·	Drilling Company
·			
TOTAL DEPTH:	500'		
DRILLING FLUID:	O' - T.D.'. Use water for lost circulation co between 40-50 seconds,	ntrol. Wei	d and maintain minimum weight ght between 66-68#, viscosity er loss control.
	PROGRA	<u>M</u>	
1. Move in dri	lling rig, mix mud and sp	ud well.	
	" hole to 500' using gel bore hole. Record flowl on.		
possible. weighting u	culation is encountered, If unable, drill ahead wi p with barite. Hydrating water loss to prevent slu	th air. Co clays or s	
			llars and land. Last 10' at king collar and waterproof
5. Fill pipe w hole wall w	ith fresh water to surfac ith heavy mud.	e. Fill ar	nnulus from 1" OD to bore
	s last 10' to surface wit d and water.	h a slurry	of construction grade G
	f location and clean up l nearest disposal site. K		all debris must be burned or ean at all times.

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ACT No DOG REQU	TEMPERATURE OBSERVATION WELL Bakersfield, California Date:
DOG NEQU	Tentative Drilling Program
	SECTION T /R
LOCATION	: Section, T/R
ELEVATIO	N:' MAT Note: All measurements to be made from MAT.
DRILLED	BY:Drilling Company
TOTAL DE	PTH: <u>1500'</u>
ESTIMATE INTERV	D COMPLETION AL:
DRILLING	FLUID: 0 - T.D. Clay Base Mud
LOGS:	Log - T.D.
SPECIAL	LOGS:
TENTATIV	E CASING PROGRAM:7 C800"
<ol> <li>Dril</li> <li>Run equi join</li> <li>Afte up t</li> <li>Rota Disp of t</li> <li>(1) and</li> </ol>	all and test BOPE. 1 8-3/4" hole to 801'. Log if necessary at 800'. 7" casing to approximately 800' (one foot off bottom). Use 10' shoe joint pped with a cement shoe and insert valve. Use centralizers on every other t. Tool Pusher will record the depth of the casing collars. r pipe is run to bottom (if flapper insert valve is used), drop ball, pressure o 500 <sup>±</sup> psi and rupture fill-up valve diaphragm te pipe slowly, pump 50 cu. ft. of water ahead of 200 sacks Class "G" cement. lace at 7 cu. ft./min. Tool Pusher to obtain five (5) representative samples he cement (i.e., one (1) before starting, three (3) during the job, and one at the end). The samples are to be weighed with a conventional mud balance logged on the tour sheet.
<ol> <li>If f</li> <li>is mi</li> <li>If 1:</li> <li>down</li> <li>than</li> <li>slow</li> </ol>	lapper insert valve is used, bump top plug and bleed pressure off. If there ore than 10 cu. ft. of bleedback, hold pressure on casing for 4 hours. atch-down insert valve is used, reduce the displacement rate when the latch- plug is 15 cu. ft. above the insert valve seat and bump plug with no more 900 psi. If there is more than 10 cu. ft. of bleedback, build up pressure ly to a maximum of 1200 psi to seat plug. If there is again more than 10
8. If 1	ft. of bleedback, hold pressure on casing for 4 hours. ess than 10 cu. ft. of bleedback, land casing on base plate (pipe to be one foot off bottom at all times).
9. Hook	up and test BOPE. Drill out shoe and drill 6-1/4" hole to 1500', and log
to T 10. Insta	all wellhead.

11. Release rig.

### TENTATIVE DRILLING PROGRAM Colado Exploratory Test Wells Pershing County, Nevada

Well Number Colado KGRA #1

Location:

Elevation:

Drilled By: Drilling Contractor (unknown at this time)

Total Depth: 8000'

Drift Survey: Each trip, and as required.

Drilling Fluids:

<u>Interval</u>	Type	Wgt.	Vis	W.L.
0'-30'		Conduc	tor Set	
30'-100'	Gel-Water	65-58	55-65	As required
100'-800'	Gel-Water	65-68	45-55	As required
800'-2000'	Gel-Water	65-68	40-50	As required
2000'-8000'	Gel-Water	65-68	40-50	As required

Maintain corrosion and scale control through all intervals.

Logs:

Logs to be run as required, IES--10 mv--50 ohms FDC-CNL--10-30 grams/c.c. Gamma Ray--Borehole compensated sonic log--40-70, 70-100 API Temperature Logs--0-150 heat flow units

Casing Program:

Size	Depth	<u>Hole Size</u>
30" Conductor	30'	36"
20", 94#, H-40 csg., slip joint	100'	28"
13-3/8", 54.5#, K-55 csg., buttress	800'	17-1/2"
9-5/8", 40#, K-55 csg., buttress	2000 '	12-1/4"
Open Hole	8000'	8-1/2"

Mud Logger: To be installed before drilling out conductor casing, and will log and monitor hole continuously to T.D. Tentative Drilling Program Colado KGRA #1 Page -2-

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Dit	ch Samples:	As directed by duty personnel.
Cor	es:	As directed by duty personnel.
Pro	gram:	
1.	Move in contra	ct rig and drill $12-1/4''$ hole to $\pm 100'$ .
2.	Open hole with	20" hole opener to 100'.
3.	Open hole with	28" hole opener to 100'.
4.		H-80 casing to 100'. Casing to be equipped with guide shoe. zer to be 10' above shoe. Remaining centralizer spacing to on site.
5.	CFR-2. Use su	ing at 100' with 1:1 perlite, 40% silica flour, 2% gel, 1/2% officient slurry to bring returns to surface (390 cu. ft or casing set at 100').
6.		sing head, 20 <sup>11</sup> -2000# BOPE. Pressure test casing and all BOPE Activate all BOPE once each trip.
7.	Drill 12-1/4"	hole to <u>+</u> 800′.
8.	Run logs as di	rected.
9.	Open hole with	17-1/2" hole opener to 800'.
10.	with guide sho shoe. Remaini	4.5#, K-55 buttress casing to 800'. Casing to be equipped be and float collar. First centralizer to be 10' above guide ng centralizers to be spaced every other joint. Casing to ower tongs and thread protectors.
11 <b>.</b>	1/2% CFR-2. U	' casing at 800' with 1:1 perlite, 40% silica flour, 2% gel, lse sufficient slurry to bring returns to surface (1100 cu. ss for casing set at 800').
12.	Install 13-3/8 all BOPE once	" casing head, 12", 3000# BOPE. Pressure test casing and each trip.
13.	Drill 12-1/4"	hole to $\pm 2000^{\circ}$ . Use packed hole drilling assembly.
14.	Run logs as di	rected.

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: • ÷ Tentative Drilling Program Colado KGRA #1 Page -3-

- 15. Run 9-5/8", 40#, K-55 buttress casing to 2000'. Casing to be equipped with guide shoe and float collar. First centralizer to be 10' above guide shoe. Remaining centralizers to be spaced every other joint. Casing to be run with power tongs and thread protectors.
- 16. Cement 9-5/8" casing at 2000' with 1:1 perlite, 40% silica flour, 2# gel, 1/2% CFR-2. Use sufficient slurry to bring returns to surface (1250 cu. ft.--100% excess for casing set at 2000').
- 17. Install master gate, expansion spool, 12", 3000# BOPE. Pressure test casing and all BOPE to 1500 psi. Activate all BOPE once each trip.
- 18. Drill 8-1/2" hole to 8000'. Use packed hole drilling assembly.
- 19. Run logs as directed.
- 20. Displace mud with water. Shut-in well and remove BOPE. Install wellhead assembly.
- 21. Test well.
- 22. Release contract rig.

EXHIBIT 13 REPRESENTATIONS AND CERTIFICATIONS (Construction and Architect-Engineer Contract) (For use with Standard Forms 19, 21 and 252) EXHIBIT 13 REFERENCE (Enter same No.(s) as on R.F.P. No. ET-78-R-			
P. O. Box 5237 Bakersfield, California 93308		May 30, 1978	

In negotiated procurements, "bid" and "bidder" shall be construed to mean "offer" and "offeror."

The bidder makes the following representations and certifications as a part of the bid identified above. (Check appropriate boxes.)

#### 1. SMALL BUSINESS

He  $\square$  is,  $\boxtimes$  is not, a small business concern. (A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration. For additional information see governing regulations of the Small Business Administration (13 CFR Part 121)).

#### 2. MINORITY BUSINESS ENTERPRISE

He  $\square$  is,  $\boxtimes$  is not a minority business enterprise. A minority business enterprise is defined as a "business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members." For the purpose of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American-Eskimos, and American-Aleuts."

#### 3. CONTINGENT FEE

(a) He has,  $\square$  has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure this contract, and (b) he has,  $\square$  has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 41, Subpart 1-1.5.)

#### 4. TYPE OF ORGANIZATION

He operates as an individual, partnership, joint venture, z corporation, incorporated in State of De LaWare.

#### 5. INDEPENDENT PRICE DETERMINATION

(a) By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with this procurement:

(1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

(b) Each person signing this bid certifies that:

(1) He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to  $(\omega)(1)$  through  $(\omega)(3)$  above; or

(2) (i) He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to  $(\omega)(1)$  through  $(\omega)(3)$  above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to  $(\omega)(1)$  through (i) and i (ii) contrary to  $(\omega)(1)$  through (iii) contrary to  $(\omega)(1)$  through (iii) contrary to  $(\omega)(1)$  through (iii) contrary to  $(\omega)(1)$  through (iv) contrary to  $(\omega)(1)$  through (iv) contrary to  $(\omega)(1)$  through (iii) contrary to  $(\omega)(1)$  through (iv) contrary to  $(\omega)(1)$  through (iv) contrary to  $(\omega)(1)$  through (iii) contrary to  $(\omega)(1)$  through (iv) contrary to  $(\omega)(1)$  throw contrary to  $(\omega)(1)$  the contrary

(c) This certification is not applicable to a foreign bidder submitting a bid for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(d) A hid will not be considered for award where (a)(1), (a)(3), or (b) above, has been deleted or modified. Where (a)(2) above, has been deleted or modified, the bid will not be considered for award unless the bidder furnishes with the bid a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

NOTE.—Bids must set forth full, accurate, and complete information as required by this invitation for bids (including attachments). The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

#### THE FOLLOWING NEED BE CHECKED ONLY IF BID EXCEEDS \$10,000 IN AMOUNT.

#### 6. EQUAL OPPORTUNITY

He 🛛 has, 🗌 has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause herein, the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; he 🖾 has, 🗌 has not, filed all required compliance reports; and representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

(The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the equal opportunity clause.)

#### 7. PARENT COMPANY AND EMPLOYER IDENTIFICATION NUMBER

Each bidder shall furnish the following information by filling in the appropriate blocks:

(a) Is the bidder owned or controlled by a parent company as described below? Use X No. (For the purpose of this bid, a parent company is defined as one which either owns or controls the activities and basic business policies of the bidder. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine, or veto basic business policy decisions of the bidder, such other company is considered the parent company of the bidder. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.)

(b) If the answer to (a) above is "Yes," bidder shall insert in the space below the name and main office address of the parent company.

RAME OF PARENT COMPANY	MAIN OFFICE ADDRESS (No., Street, City, State, and ZIP Code)
NOT APPLICABLE	NOT APPLICABLE

(c) Bidder shall insert in the applicable space below, if he has no parent company, his own Employer's Identification Number (E.I. No.) (Federal Social Security Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941), or, if he has a parent company, the E.I. No. of his parent company.

EMPLOYER	N	PARENT COMPANY	BIDDER
IDENTIFICATION NUMBER OF	7	E.I. No. 51-0078813	Getty Oil Company

#### 8. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.) By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

#### NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

#### 9. CLEAN AIR AND WATER

(Applicable if the bid or offer exceeds \$100,000, or the contracting officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The bidder or offeror certifies as follows:

(a) Any facility to be utilized in the performance of this proposed contract has [], has not SI, been listed on the Environmental Protection Agency List of Violating Facilities.

(b) He will promptly notify the contracting officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

(c) He will include substantially this certification, including this paragraph (c), in every nonexempt subcontract. 🐁

#### SUPPLEMENT TO REPRESENTATIONS AND CERTIFICATIONS

#### 10. BUY AMERICAN CERTIFICATE

The bidder or offeror hereby certifies that each end product, except the end products listed below, is a domestic source end product (as defined in the clause entitled "Buy American Act"); and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

Excluded end products (show country of origin for each excluded end product):

#### 11. AFFIRMATIVE ACTION PROGRAM

The following paragraphs are added:

a. The bidder or proposer represents that he (a) [X] 1. has developed and has on file, [] 2. has not developed and does not have on file at each establishment an affirmative action program as required by the rules and regulations of the Secretary of Labor (41 CFR Part 60-1 and 60-2), or that he (b) [] has not previously had contracts subject to the written Affirmative Action Program requirement of the Secretary of Labor.

If such a program has not been developed, the bidder will complete the following:

The bidder does [ ], does not [ ] employ more than 50 employees and has [ ], has not [ ] been awarded a contract subject to Executive Order 11246 in the amount of \$50,000 or more since July 1, 1968. If such a contract has been awarded since July 1, 1968, give the date of such contract, but do not list contracts awarded within the last 120 days prior to the date of this representation.

b. The bidder or proposer represents (a) that a full compliance review of the bidder's employment practices [X] has, [] has not been conducted by an agency of the Federal Government; that such compliance review [] has, [] has not been \* conducted for the bidder's known first-tier subcontractors with a subcontract of \$50,000 or more and having 50 or more employees and (b) that the most recent compliance reviews were conducted as follows:

\*Status of compliance reviews of first-tier subcontractors unknown to bidder as are identities of such subcontractors. NAME OF CONTRACTOR GETTY OIL COMPANY (include known first-tier subcontractors)

с.

<u>DATE</u> <u>FEDERAL AGENCY</u> Jan. 26-28, 1976 Dept. of Interior

Subcontractors unknown Not Applicable Unknown The bidder or proposer represents that if the bidder has 50 or more employees and if this Contract is for \$50,000 or more, and that for each subcontractor having 50 or more employees and a subcontract for \$50,000 or more, and if he has not developed one, a written affirmative action plan will be developed for each of its establishments within 120 days from commencement of the Contract. A copy of the establishment's plan shall also be maintained at the establishment within 120 days from the date of commencement of the Contract.

The Affirmative Action Compliance Program will cover the items specifically set out in 41 CFR Part 60-2 and shall be signed by an executive of the Contractor.

- d. Where the bid of the apparent low responsible bidder is in the amount of \$1 million or more, the bidder and his known first-tier subcontractors which will be awarded subcontracts of \$1 million or more will be subject to full, preaward equal opportunity compliance reviews before the award of the Subcontract for the purpose of determining whether the bidder and his subcontractors are able to comply with the provisions of the equal opportunity clause.
- e. The bidder or proposer, if he has 100 or more employees, and all subcontractors having 100 or more employees are required to submit the Government Employer Information Report SF 100 (EEO-1), within 30 days after award, unless such report has been filed within 12 months preceding award. The EEO-1 report is due annually on or before March 31.
- 12. COST ACCOUNTING STANDARDS--EXEMPTION FOR CONTRACTS OF \$500,000 OR LESS--CERTIFICATION

If this proposal is expected to result in the award of a contract of \$500,000 or less and the offeror is otherwise eligible for an exemption, he shall indicate by checking the box below that the exemption to the Cost Accounting Standards clause (FPR 1-3.1204) under the provisions of 4 CFR 331.30(b)(8) (see FPR 1-3.1203(h)) is claimed. Where the offeror fails to check the box, he shall be given the opportunity to make an election in writing to the Contracting Officer prior to award. Failure to check the box below or make such an election shall mean that the offeror cannot claim the exemption to the Cost Accounting Standards clause or that the offeror elects to comply with such clause.

Page 5 of 8

KX Certificate of Exemption for Contracts of \$500,000 or Less. \*

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 4 CFR 331.30(b)(8) and certifies that he has received notification of final acceptance of all items of work on (i) any prime contract or subcontract in excess of \$500,000 which contains the Cost Accounting Standards clause, and (ii) any prime contract or subcontract of \$500,000 or less awarded after January 1, 1975, which contains the Cost Accounting Standards clause. The offeror further certifies he will immediately notify the Contracting Officer in writing in the event he is awarded any other contract or subcontract containing the Cost Accounting Standards clause subsequent to the date of this certificate but prior to the date of any award resulting from this proposal.

# 13. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

Any contract in excess of \$100,000 resulting from this solicitation except (1) when the price negotiated is based on: (A) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (B) prices set ' by law or regulation, or (ii) contracts which are otherwise exempt (see 4 CFR 331.30(b) and FPR 1-3.1203(a)(2)) shall be subject to the requirements of the Cost Accounting Standards Any offeror submitting a proposal which, if accepted, Board. will result in a contract subject to the requirements of the Cost Accounting Standards Board must, as a condition of contracting, submit a Disclosure Statement as required by regulations of the Board. The Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitaion (see I. below) unless (1) the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not exceed the monetery exemption for disclosure as established by the Cost Accounting Standards Board (see II. below); (ii) the offeror exceeded the monetary exemption in the Federal Fiscal Year immediately preceding the year in which this proposal was submitted but, in accordance with the regulations of the Cost Accounting Standards Board, is not yet required to submit a Disclosure Statement (see III. below); (iii) the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal (see IV. below); or (iv) postaward submission has been authorized by the Contracting Officer. See 4 CFR 351.70 for submission of copy of Disclosure Statement to the Cost Accounting Standards Board.

CAUTION: A practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed to practice for pricing proposals or accumulating and reporting contract performance cost data.

Exemption claimed for Contract Phases I and II.

Check the appropriate box below:

[] I. CERTIFICATE OF CONCURRENT SUBMISSION OF DISCLOSURE STATEMENT(S)

The offeror hereby certifies that he has submitted, as a part of his proposal under this solicitation, copies of the Disclosure Statement(s) as follows: (1) original and one copy to the cognizant Contracting Officer; and (11) one copy to the cognizant contract auditor.

Date of Disclosure Statement(s):

Name(s) and Address(es) of Cognizant Contracting Officer(s) where filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement(s).

[X] II. CERTIFICATE OF MONETARY EXEMPTION

The offeror hereby certifies that he, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated national defense prime contracts subject to Cost Accounting Standards totaling more than \$10,000,000 in either Federal Fiscal Year 1974 or 1975 or net awards of negotiated national defense prime contracts and subcontracts subject to cost accounting standards totaling more than \$10,000,000 in Federal Fiscal Year 1976 or in any subsequent Federal Fiscal Year preceding the year in which this proposal was submitted.

CAUTION: Offerors who submitted or who currently are obligated to submit a Disclosure Statement under the filing requirements previously established by the Cost Accounting Standards Board are not eligible to claim this exemption unless they have received notification of final acceptance of all deliverable items on all of their prime contracts and subcontracts containing the Cost Accounting Standards clause.

### [] III. CERTIFICATE OF INTERIM EXEMPTION

The offeror hereby certifies that (1) he first exceeded the monetary exemption for disclosure, as defined in II. above, in the Federal Fiscal Year immediately preceding the year in which this proposal was submitted, and (11) in accordance with the regulations of the Cost Accounting Standards Board (4 CFR 351.40(f)), he is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made by March 31 of the current Federal Fiscal Year, he will immediately submit a revised certificate to the Contracting Officer, in the form specified under I. above or IV. below, as appropriate, to verify his submission of a completed Disclosure Statement.

CAUTION: Offerors may not claim this exemption if they are currently required to disclose because they exceeded monetary thresholds in Federal Fiscal Years prior to Fiscal Year 1976. Further, the exemption applies only in connection with proposals submitted prior to March 31 of the year immediately following the Federal Fiscal Year in which the monetary exemption was exceeded.

### [] IV. CERTIFICATE OF PREVIOUSLY SUBMITTED DISCLOSURE STATEMENT(S)

The offeror hereby certifies that the Disclosure Statement(s) were filed as follows:

Date of Disclosure Statement(s):

Name(s) and Address(es) of Cognizant Contracting Officer(s) where filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement(s).

- 14. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS--CERTIFICATION
  - (a) Cost accounting standards will be applicable and effective as promulgated by the Cost Accounting Standards Board to any award as provided in the Federal Procurement Regulations Subpart 1-3.12. If the offeror presently has contracts or subcontracts containing the Cost Accounting Standards clause, a new standard becomes applicable to such existing contracts prospectively when a new contract or subcontract containing such clause is awarded on or after the effective date of such new standard. Such new standard may require a change in the offeror's established cost accounting practices, whether or not disclosed. The offeror shall specify, by an appropriate entry below, the effect on his cost accounting practice.
  - (b) The offeror hereby certifies that an award under this solicitation [] would, [X] would not, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in his established cost accounting practices affecting existing contracts and subcontracts.

NOTE: If the offeror has checked "would" above, and is awarded the contemplated contract, he will also be required to comply with the clause entitled Administration of Cost Accounting Standards.

Firm: GETTY OIL COMPANY Name: Wottingt/or MAY 2 5 1978 Date:

# Title: Division Exploration Manager

# GETTY OIL COMPANY

PROPOSAL FOR RFP NO. ET-78-R-08-0003 GEOTHERMAL RESERVOIR ASSESSMENT CASE STUDY

> BEOWAWE AREA EUREKA AND LANDER COUNTIES NEVADA

# GETTY OIL COMPANY

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# WESTERN EXPLORATION & PRODUCTION DIVISION

EXPLORATION DEPARTMENT BAKERSFIELD, CALIFORNIA

# PROPOSAL FOR

RFP NO. ET-78-R-08-0003

GEOTHERMAL RESERVOIR ASSESSMENT CASE STUDY, NORTHERN BASIN AND RANGE PROVINCE

BEOWAWE AREA EUREKA AND LANDER COUNTIES NEVADA

- Re: Request for Proposal (RFP) No. ET-78-R-08-0003 Geothermal Reservoir Assessment Case Study, Northern Basin and Range Province
- A. The Proposer is:

Getty Oil Company P. O. Box 5237 Bakersfield, California 93308 Attention: J. W. Woffington Phone: (805) 399-2961

- B. Technical Proposal
  - 1. Investigation Area
    - a. The investigation site is located within Township 31 North and Ranges 47 and 48 East, M.D.B.& M., within the Beowawe Known Geothermal Resource Area, Eureka and Lander Counties, Nevada.
    - b. Getty Oil Company holds Federal Geothermal Leases on 6,226.02 acres of Federal lands and 415.40 gross acres in leases on privately owned land. These lands are accessible for the purpose of this investigation, subject to federal and state permitting regulations. The lands are shown on Exhibit 1.
    - c. Geological Description

The area is located along the south boundary of the Whirlwind Valley adjacent to the Malpais Scarp. The area centers approximately four and one-half miles southeast of the Beowawe townsite.

A number of hot springs and small geysers occur along a NE-SW trending line, roughly parallel to the steep escarpment which marks the southern boundary of Whirlwind Valley. This scarp, typical of basin and range faulting, delineates the northern edge of an upthrown block of lower Paleozoic rocks capped by Tertiary volcanics. It is evident that the basin margin fault provides a conduit for the upward movement of hydrothermal fluids. In the immediate vicinity of the hot springs, several hundred feet of siliceous sinter have been laid down in a terrace deposit which covers approximately one-half square mile of the valley floor. North of the sinter, the valley floor is covered by alluvium. d. Site Selection

A number of shallow wells have been drilled along the fault scarp. Maximum temperature encountered in these wells was 212°C. Chemistry of well water suggests the presence of a geothermal reservoir with temperatures in the range of 250°C. A 5,447-foot well was drilled immediately north of the shallow wells and encountered a maximum temperature of 115°C. Chevron has drilled two deep tests near the western edge of the proposal area. These wells were 9,563 feet T.D. and 5,680 feet T.D. Information on these wells is not available. The 9,563-foot test was drilled prior to the KGRA sale at which Chevron paid \$505,088.77 for the offsetting Leasing Unit No. 4.

:

- 2. Program Data Offered
  - a. The proposed program is scheduled by phases as described below. The execution of succeeding phases will be dependent on results of the preceding phases.

#### Phase I - Shallow Gradient Holes

Getty Oil Company proposes to drill a maximum of fourteen (14) shallow gradient holes to a depth of approximately 500 feet each. A temperature log of each hole will be run and 30-foot drill samples will be collected. All data derived from drilling these holes is offered, including, but not limited to, those items detailed in Paragraph 3.

### Phase II - Deep Gradient Hole

Getty Oil Company proposes to drill one deep gradient hole to an approximate total depth of 1,500 feet. An induction, sonic and temperature log will be made and 30foot drill samples will be collected. All data derived from the drilling of this hole is offered, including, but not limited to, those items detailed in Paragraph 3.

### Phase III - Exploratory Well

Getty Oil Company proposes to drill an exploratory well at a location to be determined from results of the preceding phases. Tentative total depth is 9,500 feet. In the event a potentially productive geothermal reservoir is encountered, the well will be completed and a 24-hour flow test will be made. All data derived from the drilling of this well is offered, including, but not limited to, those items detailed in the following Paragraph 3.

### Phase IV - Extension Production Well

In the event the well proposed under Phase III is productive, Getty Oil Company proposes to drill an additional well as an extension test of the reservoir at a location to be selected after completion of Phase III to a tentative total depth of 9,500 feet. In the event a potentially productive reservoir is encountered, the well will be completed and a 24-hour flow test will be made. All data derived from the drilling of this well is offered, including, but not limited to, those items detailed in the following Paragraph 3.

### Phase V - Short Flow Tests

Short flow tests shall be 24 to 48-hour duration tests to determine mass flow capability of wells. Calculations will be based on differential pressure measurements and lip pressure measurements using the James method. Chemical analysis, industrial water analysis and pressure - temperature services will be utilized.

### Phase VI - Long Term Flow Test

Long term flow tests shall be six-month duration tests to determine the production capability of wells and the geothermal reservoir. Work shall include measurement of steam and liquid phases, chemical and water analysis, pressure and temperature services, interference testing, and additional wireline logging and surveys.

b. Surface

Getty Oil Company proposes to conduct a geophysical program comprised of 25 square miles of gravity-magnetic coverage and 21 square miles of resistivity survey coverage, more particularly described in Paragraph 3.b.

3. Program Description

a. Subsurface

(1) The proposal involves the new drilling of a maximum of 14 shallow 500-foot gradient holes, Phase I, one 1,500 foot deep gradient holes, Phase II, and two exploratory holes, Phases III and IV, and conduct flow tests, Phases V and VI.

- (2) Drilling and completion procedures
- PHASE 1 500' Gradient Holes
  - (a) Total depth 500 feet
  - (b) Hole size 4-1/2" to 500'
  - (c) Drilling fluids water base gel mud and maintain minimum weight for lost circulation control. Weight between 66-68#, viscosity between 40-50 seconds, and no water loss control.
  - (d) Casing at 500' (TD), 1" PVC plastic pipe, last 10' at surface galvanized 1" steel pipe with locking collar and waterproof cap.
  - (e) Cementing fill annulus from TD to 10' with heavy mud, 10' to surface with construction grade G cement, sand and water.
  - (3) Mud Logging monitor flow line temperatures. Catch 30' drill samples.
  - (4) Coring and Analysis none
  - (5) Drill Stem Testing none
  - (6) Logging temperature survey at completion and 30 days after completion.
  - (7) Flow Testing none
  - (8) Fluid Chemistry none
  - (9) Well Bore Treatment none
- PHASE II 1500' Gradient Hole
  - (a) Total depth 1500 feet
  - (b) Hole sizes and depths 8-3/4" to 801', 6-1/4" to 1500'
  - (c) Drilling fluids 0 to TD clay base mud
  - (d) Casing 7" casing 800'
  - (e) Cementing 200 sacks Class "G" cement with cement returns to surface

- (3) Mud Logging Monitor flow line temperatures. Catch 30' drill samples.
- (4) Coring and Analysis none
- (5) Drill Steam Testing none
- (6) Logging temperature survey at completion and 30 days after completion.
- (7) Flow Testing none
- (8) Fluid Chemistry none
- (9) Well Bore Treatment none

PHASE III AND IV Exploratory and Extension Production Tests

(a) Total depth - 9500 feet

(b) Hole sizes

36''	to	30'
28''	to	100'
17-1/2"	to	800'
12-1/4"	to	2500'
8-1/2"	to	9500 <b>'</b>

(c) Drilling Fluids

Interval	Туре	Weight	Viscosity	Water Loss
0'- 30'		Cond	uctor Set	
30 - 100'	Gel Water	65-68	55-65	As required
100 - 800'	Gel Water	65-68	45-55	As required
800 - 2500'	Gel Water	65-68	40-50	As required
2500 - 9500'	Gel Water	65-68	36-40	As required

### (d) Casing

Size	<u>Set At</u>	<u>Hole Size</u>
30" Conductor	30'	36''
20", 94#, H-40 csg., slip joint	100'	28''
13-3/8", 54.5#, K-55 csg., buttress	800'	17-1/2"
9-5/8" 40# Open Hole	2500' 9500'	12-1/4'' 8-1/2''

(e) Cementing

Depth	Туре
30'	Ready Mix
100'	1:1 Perlite, 40% silica flour,
	2% gel, 1/2% CFR-2, plus 100% excess
800'	1:1 Perlite, 40% silica flour,
2500'	2% gel, 1/2% CFR-2, plus 100% excess
2500	1:1 Perlite, 40% silica flour, 2% gel, 1/2% CFR-2, plus 100% excess
	23 ger, $1/23$ Crk- $2$ , prus 1003 excess

Sufficient slurry to bring returns to surface.

(f) Drift Surveys

Each trip and as needed.

- (3) Mud Logging Unit to be installed before drilling out conductor casing. Log and monitor hole continuously to T.D.
- (4) Coring and Analysis One conventional core; depth to be determined by duty geologist. Analysis dependent on rock type and recovery.
- (5) Drill Stem Testing none
- (6) Logging logs to be run as directed.

IES -- 10 mv -- 50 ohms FDC-CNL -- 10-30 grams/cc Gamma Ray-BHC Sonic 70-70, 70-100 API Temperature logs -- 0 -- 150 heat flow units

- (7) Flow Testing one day flow test utilizing a range of orifices.
- (8) Fluid Chemistry standard industrial analysis of produced fluids, sampled at intervals during flow test.
- (9) Well Bore Treatment none contemplated.

PHASE V - Short Flow Tests

Short flow tests shall be 24 to 48-hour duration tests to determine mass flow capability of wells. Calculations will be based on differential pressure measurements and lip pressure measurements using the James method. Chemical analysis, industrial water analysis and pressure - temperature services will be utilized.

### PHASE VI - Long Term Flow Test

Long term flow tests shall be six-month duration tests to determine the production capability of wells and the geothermal reservoir. Work shall include measurement of steam and liquid phases, chemical and water analysis, pressure and temperature services, interference testing and additional wireline logging and surveys. Conducting of a long-term flow test requires the drilling of the initial exploratory test well and the extension production well since each well may serve as an injector well when alternately testing each well for its productive capabilities.

- b. Surface Investigations
  - Getty Oil Company proposes to conduct a new gravitymagnetic survey covering 25 square miles. The field survey will be made by Lanton Surveys. Contoured interpretation maps will be included. Proposed coverage is shown on Exhibit 1.

Getty Oil Company also proposes to conduct a new resistivity survey covering 21 square miles. The field survey will be made by Electrodyne Survey Services. Each station will include electromagnetic reading and a galvanic DC reading, making use of 3E and 2H vectors. There will be just in excess of 20-line miles of profiling with stations spaced every 1/8th mile along profiles and profiles every 1/2 mile perpendicular to the structure with tie-lines. They will use three sources; one in the southwest, one on the east side, and one on the northwest corner, plus Schlumberger soundings using two sources. Contoured interpretation maps will be included. Proposed coverage is shown on Exhibit 2.

c. Reservoir Engineering Studies

None

4. Schedule

Six copies of all data and one-half of all cores, sample cuts, and other material specified as herein provided in Part 2 will be delivered by the contractor to the Department of Energy in general accordance with the bracketed numbers as shown below.

- (1) Data to be delivered within 45 days after completion of that particular phase.
- (2) Data to be delivered within 45 days after completion of that particular phase.

Subsurface

Phase I	Shallow gradient holes Temperature log and samples	(1)
Phase II	Deep gradient holes Induction, sonic, temperature log, samples	(1)
Phases III Production	& IV Exploratory Well and Extension Well All data as provided in Paragraph 3.a (2)	(1)

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Phases V & VI Flow Tests

(2)

Surface

Gravity-Magnetics	(2 <sup>.</sup> )
Resistivity Surveys	(2)

Work schedule is attached as Exhibit 3. This schedule is dependent on achieving permitting within the time frame as shown on this schedule.

5. Environmental Evaluation

### a. Description of the Environment Affected

The Beowawe area is within the desert biome and is undeveloped, except for a small area affected by shallow geothermal wells. The climate is semiarid. Elevation ranges from 4,700 to 5,900 feet. Drainage in the area is normally dry, except during storms. A limited amount of water flows from a row of springs along the scarp and from blowing steam wells, and is absorbed in the valley alluvium within a short distance. The investigation site is within the sagebrush association and supports a wide range of wildlife. The environmental situation is covered in detail in EAR 27-060-5-21. The landscape can be generally described as a desert type and recreation includes hunting, rock collecting and picnicking. Sightseeing has primarily resulted from the blowing steam wells, vandalized several years ago.

b. Analysis of the Potential Environmental Impact

The 500-foot gradient hole, Phase I, will involve the disturbance of an area approximately 25 feet by 50 feet. The Phase II deep gradient hole will involve the surface disturbance of an area approximately 50 feet by 100 feet. Phases III and IV, deep wells, will involve a surface disturbance of 1.0 to 2.0 ha. These surface disturbances will create the most severe impact, since the removal of vegetation for road and drilling pad construction cannot be avoided. This will result in a loss of some wildlife and wildlife habitat. Other unavoidable impacts would be the visual impairment by operations and increased public usage by the newly created access. In addition, some degradation of air and noise pollution will occur, but neither should increase beyond accepted standards. After usage, which could be of a long time duration if commercial steam production capability is achieved, equipment removal, regrading and reclamation procedures should mitigate and even enhance much of the disturbed land.

c. Potential Conflicts with Existing Land Use Patterns and Programs

Potential conflicts exist in the area due to the reduction of the amount of lands available for grazing leases and recreation usage. C. Cost

1. Estimated Total Gross Program Cost

Phase	I	Shallow Gradient Holes		\$ 70 <u>,</u> 700.00
	II	Deep Gradient Hole		102,000.00
	III	Exploratory Well		1,636,000.00
	IV	Extension Production Well		1,636,000.00
	v	Short Flow Test		169,000.00
	VI	Long Flow Test		751,000.00
Gravi	ty & M	agnetics		4,500.00
Resis	tivity	Surveys		60,000.00
			Total	\$ 4,429,200.00

Detail breakdown of the cost elements of Phase I through Phase VI is attached as Exhibits 4, 5, 6 and 7.

2. Proposed cost for each new work phase is in the form of a bottom hole contribution representing one-half of estimated gross cost, as follows:

Phase	Activity	<u>\$/ft.</u>	Map	cimum Total
Ι	14 Shallow Gradient Holes	5.05	\$	35,350.00
II	Deep Gradient Hole	34.00		51,000.00
III	Exploratory Well	86.11		818,045.00
IV	Extension Production Well	86.11		818,045.00
V	Long Flow Test			84,500.00
VI	Long Term Flow Test			375,500.00
		Sub-Total	\$ 2	2,182,440.00

Surface Data

Gravity & Magnetics	-		2,250.00
Resistivity Surveys	-	•	30,000.00
	Sub-Total	\$	32,250.00

TOTAL \$ 2,214,690.00

The aforesaid Phases I and II and the surface data expenditures shall be a firm commitment for Phase I of \$5.05 per foot, Phase II \$34.00 per foot, and surface data for \$32,250.00, at a total maximum cost of \$118,600.00. Phases III through VI shall be subject to the Department of Energy's "availability to appropriate additional funds" and the election by the contractor to proceed with each subsequent project phase after evaluating the prior project phase just completed. Notwithstanding anything hereinabove stated to the contrary, it is understood and agreed that contractor may reduce the project work proposed for each phase of the aforesaid program if, in contractor's best judgement, an analysis of the results obtained from completed work warrants a reduction or curtailment of the program as planned.

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CONTRACT PRICING PROD (RESEARCH AND DEVELOPME	••••				
This form is for use when (i) submission of cost or pricing data (s	RACE NO		FPAG		
(ii) substitution for the Optional Form 39 is authorized		Officer. OR SERVICES 10 1	L L		
Getty Oil Company				radient l	1016
HOME OFFICE ADDRESS					
P. O. Box 5237	flowite	ests and	2 geophys	ical sur	veys
Bakersfield, California 93308			3-1-7		•7
DIVISION(S) AND LOCATION(S) WHERE WORK IS TO BE PERFORMED	TOTAL AMOUNT	OF PROPOSAL		OLICITATION NO.	
Beowawe Area, Nevada	10.EI-/8-	R-0			
DETAIL DESCRIPTI	ON OF COST	ELEMENTS	·	·	
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J. PURCHASED PARTS					
8. SUBCONTRACTED ITEMS					
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(2) YOUR STANDARD COMMERCIAL ITEMS					
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	s submitted for use in connection with and in response t	Chevenhe RIP etc.)		
	b. ET-78-R-08-0003 Geothermal Re		of Canada an M	
	Basin and Ra	ge Province	e Study, No	ortnern
	best estimates as of this date, in accordance with the Inst	ructions to Offerors and the Footnotes	which follow.	
TYPED NAME AND	TITLE	SIGNATURE	> 0	
	Woffington		$1  \not \vdash$	-
	on Exploration Manager	J. W. W. J	Jungton	
NAME OF FIRM	· · ·		W DATE OF SUBAIS	SION
Getty	Oil Company	0	May 25	
	EXHIBIT A-SUPPORTING SCHEDULE (		l, use reverse)	
COST EL NO.	ITEM DESCRIPTION			EST COST (S)
9	Phase 1, Bottom Hole Contributio	on to maximum of 14 -	500 foot	
<b>-</b>	gradient holes_at \$5.0	o per foot. Maximum Co	ost	35,350
9	Phase 11, Bottom Hole Contribut			
		lon to a 1500 toot grad	lient	51 000
	hole at \$34.00 per for	J. Maximum LOST		51,000
9	Phase 111, Bottom Hole Contribut	tion to a 9500 foot er	loratory	
	well at \$86.11 per fo		JUIALUIY	818,045
<u> </u>			<u> </u>	
9	Phase IV, Bottom Hole Contribut:	ion to a 9500 foot exte	ension	
<b></b>		5.11 per foot. Maximum		818,045
9	Phase V, Contribution to short 1	erm flow test at one-h	ualf	•
	estimated total cost		·····	84,500
L				
9	Phase VI, Contribution to long 1	erm flow test at one-h	alf	
•	estimated total cost			375,500
<b>—</b> ———				·
9	25 square miles of gravity-magne	tic coverage.	<u> </u>	2.250
	One-half total cost			2,250
9.	21 square miles of resistivity s	umer data at one-half	2	
	total cost	divey data at one-hari	<u>.</u>	60,000
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		Tota	1	2,214,690
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C YES	NO (If yes, identify below.) U.S. D.O.E. (S	San) EY-76-03-1188 (2-2		
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		tructions and Footnotes	OPTIO	NAL FORM 60 (10-71
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### D. Business and Management

# 1. Prior Experience

Getty Oil Company has been active in geothermal resource exploration since 1971. We have drilled numerous gradient holes in various areas and have drilled three geothermal exploratory wells to date. These are the No. 1 Kettenhofen, Geysers Area, Lake County, California; No. 1 PRC 4572.1, Mono Lake, Mono County, California; and the K.G.R.A. No. 52-21, Roosevelt, Utah. Getty Oil Company currently holds 44,948.87 net acres of geothermal leases on various prospects in the Western United States. Getty Oil Company personnel have kept abreast of geothermal drilling and exploration technology.

2. Principal Project Personnel

John J. Dieckman, Western Exploration and Production, a. Division Geologist Registered Geologist - State of California - No. 1763 B.S. in Geology 1950 Texas A & M Employed by Getty Oil Company March, 1951 1951-1958 Development Geologist - Houston, Texas 1958-1960 District Exploration Geologist - Houston, Texas Bakersfield, Calif. 1960-1965 11 tt 1965-1967 District Development Geologist 1967-1970 Special Projects Geologist 1970-1975 Geothermal Exploration Geologist \*\* 11 11 1,1 1975-Present Division Exploration Geologist, tt 11 Geothermal, Oil and Gas

b. George M. Thompson, Western Exploration and Production, Division Geophysicist
Registered Geophysicist - State of California - No. 300
B.S. in Geophysics - 1964 University of South Carolina
M.S. in Geophysics 1967
1967-1970 Geophysicist, Shell Oil Co., New Orleans, La. & Denver
1970-1975 Sr. Geoph., Tenneco Oil Co., Lafayette, La.
Employed by Getty Oil Company, January 1975
1975-Present Division Geophysicist - Bakersfield, Calif. Geothermal, Oil and Gas

Wayne A. Shaw, Western Exploration and Production, с. Geothermal Geologist Registered Geologist - State of California - No. 2106 B.S. in Geology - 1949 Oklahoma University Graduate Work - 1950 Graduate Work -1950 1950-1952 Field Engr.-Geolograph Co., Oklahoma City, Okla. 1952-1953 Engr.-Dynamatic Draworks Brake Corp., Bakersfield, Calif. 1953 Employed by Getty Oil Company 1953-1958 Exploration Geologist tt 11 11 11 1958-1972 Development Geologist 11 11 1972-1974 Geothermal Exploration Geologist It 1974-1975 Property Eval. Geologist 11 tι 11 1975-Present Exploration Geologist Geothermal, Oil and Gas

- d. Robert A. Shore, Western Exploration and Production, Operations Engineering Supervisor, San Joaquin Valley East B.S. in Petroleum Engineering - 1969 Stanford University Employed by Getty Oil Company - January 1970 1970-1971 Production & Drilling Engineer, Bakersfield, Calif. 1971-1972 Computer Automation Engineer 11 11 1972-1973 Production Group Leader tt 11 1973-1974 Facilities Group Leader 11 11 1975-1977 Lead Staff Engineer 11 1977-Present Operations Engineering Supervisor "
- 3. Operational Plan

The operational plan is attached as Exhibits 9, 10 and 11.

- 4. Contacts
  - a. Business

Mr. J. W. Woffington Division Exploration Manager Getty Oil Company P. O. Box 5237 Bakersfield, California 93308 Phone: (805) 399-2961

b. Technical

Mr. J. J. Dieckman Division Geologist Getty Oil Company P. O. Box 5237 Bakersfield, California 93308 Phone: (805) 399-2961

Mr. G. M. Thompson Division Geophysicist Getty Oil Company P. O. Box 5237 Bakersfield, California 93308 Phone: (805) 399-2961

Mr. W. A. Shaw Geothermal Geologist Getty Oil Company P. O. Box 5237 Bakersfield, California 93308 Phone: (805) 399-2961

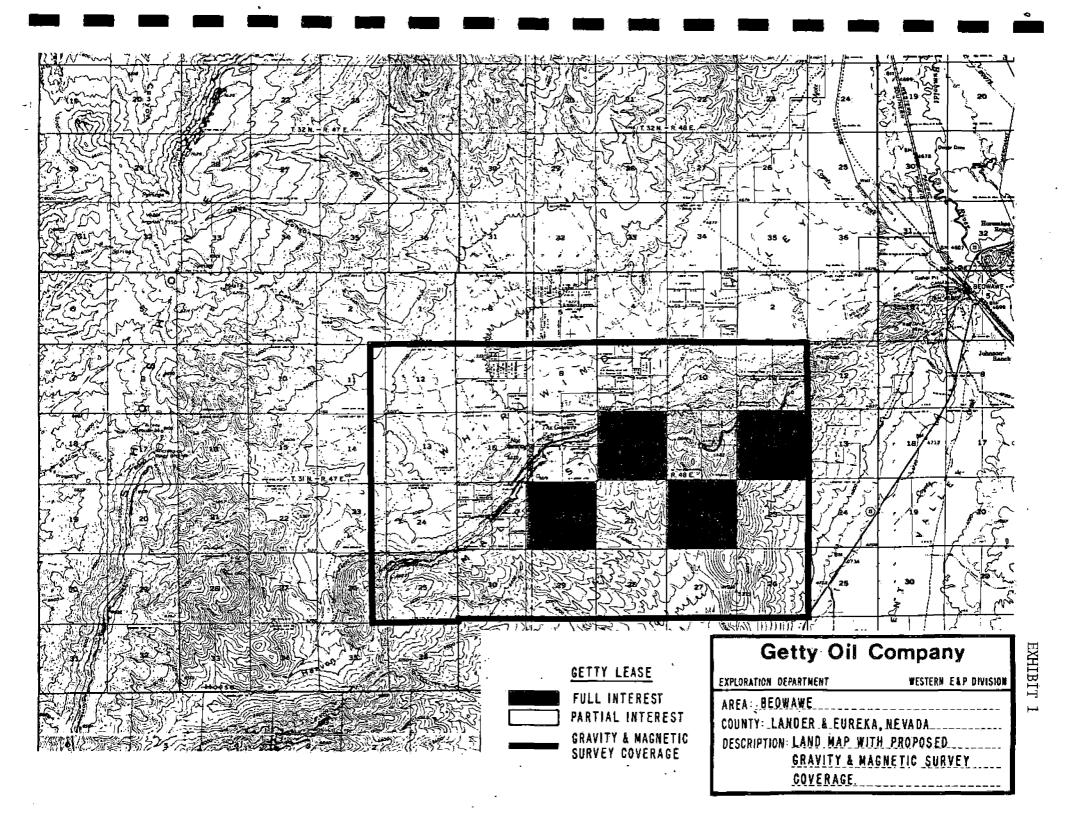
Mr. R. A. Shore Engineering Supervisor Getty Oil Company Rt. 1, Box 197X Bakersfield, California 93308 Phone: (805) 399-2961 c. Contractual and Legal

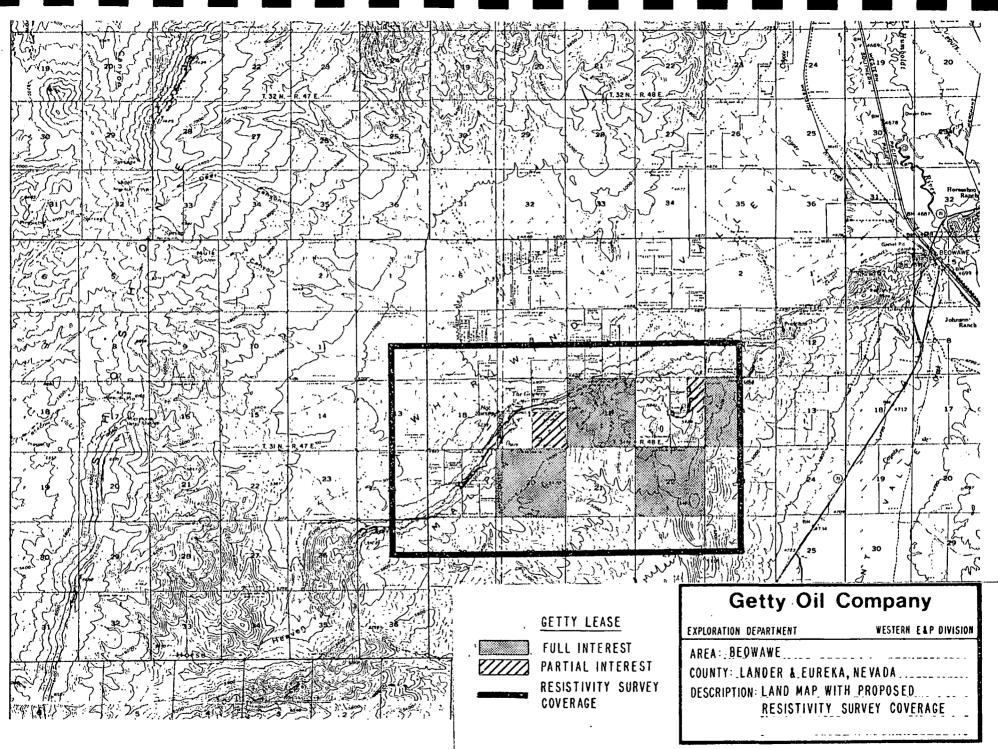
Mr. L. E. Kell Division Attorney Getty Oil Company P. O. Box 5237 Bakersfield, California 93308 Phone: (805) 399-2961

5. General Contract Provisions

The General Contract Provisions set forth in Enclosure 8, as referenced in Request for Proposal No. ET-78-R-08-0003 dated March 31, 1978, are all acceptable as a basis for contract negotiation. However, your attention is directed to Contract Work Hours and Safety Standards Act--Overtime Compensation, Page 75 of this RFP Clause No. 7.17 of Enclosure. It is our intention to provide all general provisions of any contract to the subcontractors bidding on any of the work contemplated in the proposal. We have observed that certain of the drilling contractors and subcontractors in various areas of the Western United States often guarantee a 40-hour work week, with shifts running in any day in excess of 8 hours, with straight time, as paid by such subcontractors for the 40 hours and sometimes for that time worked in excess thereof. We shall, nevertheless, insist that the cited provision be observed by the contractor and all liability thereunder be assumed by him if awarded a contract, unless this provision is waived by the government.

- 6. The "Programmed Technical Scope", as set forth in the RFP, has been reviewed and the proposal submitted herewith contemplates that all data developed under the proposal will be furnished pursuant to any contract awarded and may be published.
- 7. Getty Oil Company's 1977 Annual Report to Stockholders is attached hereto.
- 8. This proposal will remain in effect for 120 days from May 30, 1978.
- 9. The person signing this proposal has the authority to commit the proposer to all provisions of the proposal.
- 10. GSA Form 19B, "Representations and Certifications" is attached as Exhibit "12".





EXHIBIT

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	PERFORMANCE SCHEDULE:							GE	TTY Beo		L ( Ke, N															F	XHI	RIT	. 3				
PHASE	CALENDAR YEAR	1978 -	- 4 TH.	1979	- I ST.	197	9 - 2	ND. [I	979-	3 RD.	1979	-4 T	H. ]1	980	- I ST	. [19	80-2	ND.	198	0-3	RD.	980	-4T	H. []	981-					1981	-3 RD	198	-4T
	FISCAL YEAR	1979	- I S I	1979	1-2 ND	. 197	9-31	RD.	197 <del>9</del> -	4TH.	198	0-1S	T.	980	-2 N D	). [19	80-3	RD.	198	0-4	TH.	198	1-15	T. I	981-	2 N D	. 198	-3	RD.	1981	- 4 T H	. 1981	2-15
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WORK PERFORMANCE

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# GRADIENT HOLE

# Well Cost Estimate

The following cost estimate is based on 500' wells requiring 1-1/2 days each to complete.

Drilling Contractor (in and out)	\$ 100
Drilling Contractor (ft. rate = \$6/ft)	3,000
Drilling Fluid (10 gal. at \$10/gal)	100
Bits (50¢/ft.)	250
Out of Town "subsistence pay" \$15/day/man	45
Water truck \$30/day	45
Cementing	250
Pipe 40¢/ft.	200
Getty Personnel \$150/day, 3 day/well	450
Miscellaneous Getty overhead (car, phone,	
lodging)	150
Contingencies 10% (locations, roads, etc.)	460

Total Estimate per Well \$ 5,050

# Temperature Observation Well

Depth - 1500'.

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	<u></u>
Location, roads, sump Water, vacuum truck Drilling contractor (in and out) Drilling contractor (6 days at \$5,000) Air Drilling Bits, reamers, stabilizers Coring Drilling Fluid Cementing Mud Logging Wireline Logging Tool Rentals Hauling	\$ 5,000 1,500 25,000 30,000 0 4,000 0 1,500 10,000 0 0 0 5,000
Tool Rentals Hauling Rental Equipment (BOPE) Landscape location, fill sump Miscellaneous Contingencies Abandonment Plugs	0 5,000 2,000 5,000 1,000 3,000

Tangibles		
Wellhead, valves, etc. 50' of 20'' conductor 800' of 7'', 23#, J55 casing Casing hardware		\$ 600 1,700 5,100 600
	Total Tangibles	\$ 8,000
	Total Intangibles	94,000

Total Well Estimate \$ 102,000 .

# EXHIBIT 6

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# Beowawe Exploratory Test Well

# Eureka, Nevada

# WELL COST ESTIMATE

Intangibles	 Dry Hole	Ċc	ompletion
Location, roads, sump Water, vacuum truck Drilling contractor (in and out) Drilling contractor (85 days at \$6070)	\$ 28,000 44,000 165,000 516,000	\$	28,000 44,000 165,000 516,000
Bits, reamers, stabilizers Coring Drilling Fluid Cementing Mud Logging Wireline logging Tool rentals Hauling Rental Equipment, BOPE, Tanks, Swaco, Totco Landscape location, fill sump Miscellaneous Contingencies Abandonment plugs Additional Pusher, \$260/day Getty Personnel, ExpensesLodging, Transportation	165,000 22,000 165,000 40,000 49,000 53,000 22,000 51,000 11,000 17,000 53,000 11,000 22,000 18,000		165,000 22,000 165,000 55,000 40,000 56,000 60,000 22,000 51,000 6,000 25,000 53,000 - 0 22,000 18,000
Total Intangibles	\$	\$ 1	513 000

Total Intangibles \$ 1,507,000 \$ 1,513,000

Tangibles	D	ry Hóle	C	ompletion
Wellhead, valves, etc. 200' of 20" conductor 800' of 13-3/8", 54.5#, K-55 buttress 2500' of 9-5/8", 40#, K-55 buttress Casing hardware Contingencies	\$	8,000 8,000 18,000 41,000 3,000 4,000	\$	48,000 8,000 18,000 41,000 3,000 5,000
Total Tangibles	\$	82,000	\$	123,000
Total Intangibles	\$ 1,	507,000	\$ :	1,513,000
Total Estimate per Well	\$ 1,	589,000	\$ :	1,636,000

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# Cost Estimate

# Phase V - Short Flow Test on Both Wells

Equipment and Contract Services	Cost	
Meter Run	\$	30,000
Additional Piping and Fittings		3,500
Valves and Meters		7,500
Installation - Contract Services		10,000
Chemical & Water Analysis		7,500
Pressure & Temperature Services		7,500
Computer Services		5,000
Subtotal - Equipment & Contract Services	\$	71,000

# Labor

Area Coordinator (6 months) Reservoir Engineer (3 months) Production Engineer (3 months) Production Foreman (3 months) Operating & Maintenance (6 months) Travel and Subsistence (15 man months)	\$ 18,000 7,500 7,500 6,000 15,000 15,000
Subtotal - Equipment & Contract Services	\$ 69,000

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Total

Inflated @ 10%/yr to 1980

\$ 169,000

\$ 140,000

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# Cost Estimate

# Phase VI - Long Term Flow Test on Both Wells

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Equipment and Contract Services	, 	Cost
Separator with Controls Injection Pumps (2) Pipeline (10,000 feet - installed) Misc. Controls and Instruments Tank (Rental \$20/Day) Valves and Fittings Installation - Contract Services Miscellaneous Chemical & Water Analysis Pressure & Temperature Services Additional Wireline Logging and Surveys Interference Test Equipment Computer Services	\$	100,000 60,000 20,000 7,500 15,000 25,000 25,000 10,000 10,000 40,000 15,000
Subtotal - Equipment & Contract Services	\$	392,500
Labor Area Coordinator (12 months) Reservoir Engineer (18 months) Production Engineer (6 months) Production Foreman (12 months) Operating & Maintenance (24 months) Travel & Subsistence (48 man months)	\$	36,000 45,000 15,000 24,000 60,000 48,000
Subtotal - Equipment & Contract Service	\$	228,000
Total	. \$	620,500
Inflated @ 10%/yr to 1980	\$	751,000

EXHIBIT	9
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Bakersfield,	California
Date:	•

DRILLING	PROGRAM
Gradient	Hole

WELL NUMBER:		<u> </u>	_
LOCATION:			·
ELEVATION:	MAT	К.В.	(All Measurements from K.B.(
DRILLED BY:		· · · ·	Drilling Company

TOTAL DEPTH: 500'

DRILLING FLUID: 0' - T.D.'. Use water base gel mud and maintain minimum weight for lost circulation control. Weight between 66-68#, viscosity between 40-50 seconds, and no water loss control.

### PROGRAM

- 1. Move in drilling rig, mix mud and spud well.
- Drill 4-1/2" hole to 500' using gel and water to maintain drilling rate and control bore hole. Record flowline temperatures each single "down" or connection.
- 3. If loss circulation is encountered, mix bulk LCM into mud and regain if possible. If unable, drill ahead with air. Control fluid entry by weighting up with barite. Hydrating clays or shales will require chemicals to control water loss to prevent sluffing.
- 4. At 500' (T.D.), run 1" PVC plastic pipe with collars and land. Last 10' at surface to be galvanized 1" steel pipe with locking collar and waterproof cap.
- 5. Fill pipe with fresh water to surface. Fill annulus from 1" to OD to bore hole wall with heavy mud.
- 6. Fill annulus last 10' to surface with a slurry of construction grade G cement, sand and water.
- 7. Move rig off location and clean up location. All debris must be burned or carried to nearest disposal site. Keep site clean at all times.

ACT No.	TEMPERATURE OBSERVATION WELL Bakersfield, California
DOG REQUIRED	Date:
	Tentative Drilling Program
	SECTIONT_/R
LOCATION:	, ,
	Section, T/R
ELEVATION:	' MAT Note: All measurements to be made from MAT.
DRILLED BY:	Drilling Company
TOTAL DEPTH:	1500'
ESTIMATED COMPLET INTERVAL:	ИС
DRILLING FLUID:	0 - T.D. Clay Base Mud
LOGS:	Log - T.D.
SPECIAL LOGS:	
TENTATIVE CASING	ROGRAM:7" C800"
<ol> <li>Run 7" casing equipped with joint. Tool</li> <li>After pipe is up to 500 <sup>±</sup> p</li> <li>Rotate pipe s Displace at 7 of the cement (1) at the en and logged on</li> <li>If flapper in is more than</li> <li>If latch-down down plug is than 900 psi. slowly to a m cu. ft. of bl</li> <li>If less than kept one foot</li> </ol>	ble to 801'. Log if necessary at 800'. to approximately 800' (one foot off bottom). Use 10' shoe joint a cement shoe and insert valve. Use centralizers on every other usher will record the depth of the casing collars. run to bottom (if flapper insert valve is used), drop ball, pressur i and rupture fill-up valve diaphragm owly, pump 50 cu. ft. of water ahead of 200 sacks Class "G" cement. cu. ft./min. Tool Pusher to obtain five (5) representative samples (i.e., one (1) before starting, three (3) during the job, and one ). The samples are to be weighed with a conventional mud balance the tour sheet. ert valve is used, bump top plug and bleed pressure off. If there O cu. ft. of bleedback, hold pressure on casing for 4 hours. insert valve is used, reduce the displacement rate when the latch- 5 cu. ft. above the insert valve seat and bump plug with no more If there is more than 10 cu. ft. of bleedback, build up pressure kimum of 1200 psi to seat plug. If there is again more than 10 edback, hold pressure on casing for 4 hours. O cu. ft. of bleedback, land casing on base plate (pipe to be off bottom at all times).
to T.D. 10. Install wellh	st BOPE. Drill out shoe and drill 6-1/4" hole to 1500', and log ad.
11. Release rig.	

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EXHIBIT 10

Water Loss

As Required

As Required

As Required

As Required

Holė Size

# TENTATIVE DRILLING PROGRAM

Beowawe Exploratory Test Wells Eureka County, Nevada

Well Number: Beowawe #1 Location: Elevation: Drilled By: Drilling Contractor (unknown at this time) 9500' Total Depth: Drift Survey: Each trip, and as required. Drilling Fluids: Interval Туре Weight Viscosity 0' -30' -----Conductor Set-----30' - 100' Gel-Water 65-68 55-65 100' - 800' Gel-Water 65-68 45-55 800' - 2500' Gel-Water 65-68 40-50 2500' - 9500' Gel-Water 65-68 36-40 Maintain corrosion and scale control through all intervals. Logs to be run as required. Logs: IES--10mv--50ohms FDC-CNL--10-30 grams/c.c. Gamma Ray--Borehole compensated sonic log--40-70, 70-100 API Temperature Logs--0-150 heat flow units Casing Program: Size Depth

36'' 30" Conductor 30' 20", 94#, H-40 csg., slip joint 100' 28'' 13-3/8", 54.5#, K-55 csg., buttress 9-5/8", 40#, K-55 csg., buttress 800' 17-1/2" 2500' 12-1/4" 9500' 8-1/2" Open Hole

Mud Logger:

To be installed before drilling out conductor casing, and will log and monitor hole continuously to T.D.

Tentative Drilling Program Beowawe #1 Page -2-

Ditch Samples: As directed by duty personnel.

Cores: As directed by duty personnel.

Program:

- 1. Move in contract rig and drill 12-1/4" hole to +100'.
- 2. Open hole with 20" hole opener to 100'.
- 3. Open hole with 28" hole opener to 100'.
- 4. Run 20", 94#, H-80 casing to 100'. Casing to be equipped with guide shoe. First centralizer to be 10' above shoe. Remaining centralizer spacing to be determined on site.
- 5. Cement 20" casing at 100' with 1:1 perlite, 40% silica flour, 2% gel, 1/2% CFR-2. Use sufficient slurry to bring returns to surface (390 cu. ft.--100% excess for casing set at 100').
- 6. Install 20" casing head, 20"-2000#BOPE. Pressure test casing and all BOPE to 1000 psi. Activate all BOPE once each trip.
- 7. Drill 12-1/4" hole to +800'.
- 8. Run logs as directed.
- 9. Open hole with 17-1/2" hole opener to 800'.
- 10. Rum 13-3/8", 54.5#, K-55 buttress casing to 800'. Casing to be equipped with guide shoe and float collar. First centralizer to be 10' above guide shoe. Remaining centralizers to be spaced every other joint. Casing to be run with power tongs and thread protectors.
- 11. Cement 13-3/8" casing at 800' with 1:1 perlite, 40% silica flour, 2% gel, 1/2% CFR-2. Use sufficient slurry to bring returns to surface (1100 cu. ft.--100% excess for casing set at 800').
- 12. Install 13-3/8" casing head, 12", 3000# BOPE. Pressure test casing and all BOPE once each trip.
- 13. Drill 12-1/4" hole to 2500'. Use packed hole drilling assembly.
- 14. Run logs as directed.
- 15. Rum 9-5/8", 40#, K-55 buttress casing to 2500'. Casing to be equipped with guide shoe and float collar. First centralizer to be 10' above guide shoe. Remaining centralizers to be spaced every other joint. Casing to be rum with power tongs and thread protectors.

- 16. Cement 9-5/8" casing at 2500' with 1:1 perlite, 40% silica flour, 2% gel, 1/2% CFR-2. Use sufficient slurry to bring returns to surface (use 100% excess for casing set at 2500').
- 17. Install master gate, expansion spool, 12", 3000# BOPE. Pressure test casing and all BOPE to 1500 psi. Activate all BOPE once each trip.
- 18. Drill 8-1/2" hole to 9500'. Use packed hole drilling assembly.
- 19. Run logs as directed.
- 20. Displace mud with water. Shut-in well and remove BOPE. Install wellhead assembly.
- 21. Test well.
- 22. Release contract rig.

	EXHIBIT 12	Page 1 of ö	
REPRESENTATIONS AND CERTIFICATIONS (Construction and Architect-Engineer Contract) (Far use with Standard Forms 19, 21 and 252)	REFERENCE (Enter Lame No. (1) as on SF 19. 21 and 232) R.F.P. No. ET-78-R-08-0003		
MAME = NO ADDRIST OF B-DOLR (No., Street, City, State, and 21P Code) GETTY OIL COMPANY, Attention: J. P. O. Box 5237 Bakersfield, California 93308	W. Woffington	May 30, 1978	

In negotiated procurements, "bid" and "bidder" shall be construed to mean "offer" and "offeror."

The bidder makes the following representations and certifications as a part of the bid identified above. (Check appropriate boxes.)

#### 1. SMALL BUSINESS

He  $\square$  is,  $\boxtimes$  is not, a small business concern. (A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration. For additional information see governing regulations of the Small Business Administration (13 CFR Part 121)).

#### 2. MINORITY BUSINESS ENTERPRISE

He  $\square$  is,  $\square$  is not a minority business enterprise. A minority business enterprise is defined as a "business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members." For the purpose of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American-Eskimos, and American-Aleuts."

#### 3. CONTINGENT FEE

(a) He has,  $\boxtimes$  has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure this contract, and (b) he has,  $\boxtimes$  has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 41, Subpart 1-1.5.)

#### 4. TYPE OF ORGANIZATION

He operates as an individual, partnership, joint venture, corporation, incorporated in State of De LaWare.

#### 5. INDEPENDENT PRICE DETERMINATION

(a) By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with this procurement:

(1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

(b) Each person signing this bid certifies that:

(1) He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to (u)(1) through (u)(3) above; or

(2) (i) He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to  $(\omega)(1)$  through  $(\omega)(3)$  above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action the decision of the persons contrary to  $(\omega)(1)$  through  $(\omega)(3)$  above.

(c) This certification is not applicable to a foreign bidder submitting a bid for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(d) A hid will not be considered for award where  $(\omega)(1)$ ,  $(\omega)(3)$ , or (b) above, has been deleted or modified. Where  $(\omega)(2)$  above, has been deleted or modified, the bid will not be considered for award unless the bidder furnishes with the bid a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designve, determines that such disclosure was not made for the purpose of restricting competition.

NOTE.-Bids must set forth full, accurate, and complete information as required by this institution for bids (including attachments). The pendty for making false statements in bids is prescribed in 18 U.S.C. 1001.

#### THE FOLLOWING NEED BE CHECKED ONLY IF BID EXCEEDS \$10,000 IN AMOUNT.

#### 6. EQUAL OPPORTUNITY

He 🖄 has, 🗋 has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause herein, the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; he 🖾 has, 🗋 has not, filed all required compliance reports; and representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

(The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the equal opportunity clause.)

#### 7. PARENT COMPANY AND EMPLOYER IDENTIFICATION NUMBER

Each bidder shall furnish the following information by filling in the appropriate blocks:

(a) Is the bidder owned or controlled by a parent company as described below? Yes No. (For the purpose of this bid, a parent company is defined as one which either owns or controls the activities and basic business policies of the bidder. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine, or veto basic business policy decisions of the bidder, such other company is considered the parent company of the bidder. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.)

(b) If the answer to (a) above is "Yes," bidder shall insert in the space below the name and main office address of the parent company.

NAME OF PARENT COMPANY	MAIN OFFICE ADDRESS (No., Steret, City, State, and ZIP Code)				
NOT APPLICABLE	. · . NOT APPLICABLE				

(c) Bidder shall insert in the applicable space below, if he has no parent company, his own Employer's Identification Number (E.I. No.) (Federal Social Security Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941), or, if he has a parent company, the E.I. No. of his parent company.

EMPLOYER	PARENT COMPANY			. BIODER		
IDENTIFICATION NUMBER OF	P	E.I. No.	51-0078813	Getty	Oil Company	

#### 8. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.) By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

#### NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

#### 9. CLEAN AIR AND WATER

(Applicable if the bid or offer exceeds \$100,000, or the contracting officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The bidder or offeror certifies as follows:

(a) Any facility to be utilized in the performance of this proposed contract has [], has not [3], been listed on the Environmental Protection Agency List of Violating Facilities.

(b) He will promptly notify the contracting officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

(c) He will include subsuantially this certification, including this paragraph (c), in every nonexempt subcontract.

#### SUPPLEMENT TO REPRESENTATIONS AND CERTIFICATIONS

### **10. BUY** AMERICAN CERTIFICATE

The bidder or offeror hereby certifies that each end product, except the end products listed below, is a domestic source end product (as defined in the clause entitled "Buy American Act"); and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

Excluded end products (show country of origin for each excluded end product):

11. AFFIRMATIVE ACTION PROGRAM

The following paragraphs are added:

a. The bidder or proposer represents that he (a) [X] 1. has developed and has on file, [ ] 2. has not developed and does not have on file at each establishment an affirmative action program as required by the rules and regulations of the Secretary of Labor (41 CFR Part 60-1 and 60-2), or that he (b) [ ] has not previously had contracts subject to the written Affirmative Action Program requirement of the Secretary of Labor.

If such a program has not been developed, the bidder will complete the following:

The bidder does [ ], does not [ ] employ more than 50 employees and has [ ], has not [ ] been awarded a contract subject to Executive Order 11246 in the amount of \$50,000 or more since July 1, 1968. If such a contract has been awarded since July 1, 1968, give the date of such contract, but do not list contracts awarded within the last 120 days prior to the date of this representation.

b. The bidder or proposer represents (a) that a full compliance review of the bidder's employment practices [X] has, [] has not been conducted by an agency of the Federal Government; that such compliance review [] has, [] has not been \* conducted for the bidder's known first-tier subcontractors with a subcontract of \$50,000 or more and having 50 or more employees and (b) that the most recent compliance reviews were conducted as follows:

Status of compliance reviews of first-tier subcontractors unknown to bidder as are identities of such subcontractors.

NAME OF CONTRACTOR GETTY OIL COMPANY (include known first-tier subcontractors)

c.

<u>DATE</u> Jan. 26-28, 1976 Dept. of Interior

Subcontractors unknown Not Applicable Unknown The bidder or proposer represents that if the bidder has 50 or more employees and if this Contract is for \$50,000 or more, and that for each subcontractor having 50 or more employees and a subcontract for \$50,000 or more, and if he has not developed one, a written affirmative action plan will be developed for each of its establishments within 120 days from commencement of the Contract. A copy of the establishment's plan shall also be maintained at the establishment within 120 days from the date of commencement of the Contract.

The Affirmative Action Compliance Program will cover the items specifically set out in 41 CFR Part 60-2 and shall be signed by an executive of the Contractor.

- d. Where the bid of the apparent low responsible bidder is in the amount of \$1 million or more, the bidder and his known first-tier subcontractors which will be awarded subcontracts of \$1 million or more will be subject to full, preaward equal opportunity compliance reviews before the award of the Subcontract for the purpose of determining whether the bidder and his subcontractors are able to comply with the provisions of the equal opportunity clause.
- e. The bidder or proposer, if he has 100 or more employees, and all subcontractors having 100 or more employees are required to submit the Government Employer Information Report SF 100 (EEO-1), within 30 days after award, unless such report has been filed within 12 months preceding award. The EEO-1 report is due annually on or before March 31.

12. COST ACCOUNTING STANDARDS--EXEMPTION FOR CONTRACTS OF \$500,000 OR LESS--CERTIFICATION

If this proposal is expected to result in the award of a contract of \$500,000 or less and the offeror is otherwise eligible for an exemption, he shall indicate by checking the box below that the exemption to the Cost Accounting Standards clause (FPR 1-3.1204) under the provisions of 4 CFR 331.30(b)(8) (see FPR 1-3.1203(h)) is claimed. Where the offeror fails to check the box, he shall be given the opportunity to make an election in writing to the Contracting Officer prior to award. Failure to check the box below or make such an election shall mean that the offeror cannot claim the exemption to the Cost Accounting Standards clause or that the offeror elects to comply with such clause. KX Certificate of Exemption for Contracts of \$500,000 or Less. \*

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 4 CFR 331.30(b)(8) and certifies that he has received notification of final acceptance of all items of work on (i) any prime contract or subcontract in excess of \$500,000 which contains the Cost Accounting Standards clause, and (ii) any prime contract or subcontract of \$500,000 or less awarded after January 1, 1975, which contains the Cost Accounting Standards clause. The offeror further certifies he will immediately notify the Contracting Officer in writing in the event he is awarded any other contract or subcontract containing the Cost Accounting Standards clause subsequent to the date of this certificate but prior to the date of any award resulting from this proposal.

### 13. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

Any contract in excess of \$100,000 resulting from this solicitation except (i) when the price negotiated is based on: (A) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (B) prices set by law or regulation, or (ii) contracts which are otherwise exempt (see 4 CFR 331.30(b) and FPR 1-3.1203(a)(2)) shall be subject to the requirements of the Cost Accounting Standards Board. Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of the Cost Accounting Standards Board must, as a condition of contracting, submit a Disclosure Statement as required by regulations of the Board. The Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitaion (see I. below) unless (i) the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not exceed the monetary exemption for disclosure as established by the Cost Accounting Standards Board (see II. below); (ii) the offeror exceeded the monetary exemption in the Federal Fiscal Year immediately preceding the year in which this proposal was submitted but, in accordance with the regulations of the Cost Accounting Standards Board, is not yet required to submit a Disclosure Statement (see III. below); (111) the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal (see IV. below); or (iv) postaward submission has been authorized by the Contracting Officer. See 4 CFR 351.70 for submission of copy of Disclosure Statement to the Cost Accounting Standards Board.

CAUTION: A practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed to practice for pricing proposals or accumulating and reporting contract performance cost data.

Exemption claimed for Contract Phases I and II.

Check the appropriate box below:

# [] I. CERTIFICATE OF CONCURRENT SUBMISSION OF DISCLOSURE STATEMENT(S)

The offeror hereby certifies that he has submitted, as a part of his proposal under this solicitation, copies of the Disclosure Statement(s) as follows: (i) original and one copy to the cognizant Contracting Officer; and (ii) one copy to the cognizant contract auditor.

Date of Disclosure Statement(s):

Name(s) and Address(es) of Cognizant Contracting Officer(s) where filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement(s).

[X] II. CERTIFICATE OF MONETARY EXEMPTION

The offeror hereby certifies that he, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated national defense prime contracts subject to Cost Accounting Standards totaling more than \$10,000,000 in either Federal Fiscal Year 1974 or 1975 or net awards of negotiated national defense prime contracts and subcontracts subject to cost accounting standards totaling more than \$10,000,000 in Federal Fiscal Year 1976 or in any subsequent Federal Fiscal Year preceding the year in which this proposal was submitted.

CAUTION: Offerors who submitted or who currently are obligated to submit a Disclosure Statement under the filing requirements previously established by the Cost Accounting Standards Board are not eligible to claim this exemption unless they have received notification of final acceptance of all deliverable items on all of their prime contracts and subcontracts containing the Cost Accounting Standards clause.

[] III. CERTIFICATE OF INTERIM EXEMPTION

The offeror hereby certifies that (i) he first exceeded the monetary exemption for disclosure, as defined in II. above, in the Federal Fiscal Year immediately preceding the year in which this proposal was submitted, and (ii) in accordance with the regulations of the Cost Accounting Standards Board (4 CFR 351.40(f)), he is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made by March 31 of the current Federal Fiscal Year, he will immediately submit a revised certificate to the Contracting Officer, in the form specified under I. above or IV. below, as appropriate, to verify his submission of a completed Disclosure Statement.

CAUTION: Offerors may not claim this exemption if they are current'y required to disclose because they exceeded monetary thresholds in Federal Fiscal Years prior to Fiscal Year 1976. Further, the exemption applies only in connection with proposals submitted prior to March 31 of the year immediately following the Federal Fiscal Year in which the monetary exemption was exceeded.

# [] IV. CERTIFICATE OF PREVIOUSLY SUBMITTED DISCLOSURE STATEMENT(S)

The offeror hereby certifies that the Disclosure Statement(s) were filed as follows:

Date of Disclosure Statement(s):

Name(s) and Address(es) of Cognizant Contracting Officer(s) where filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement(s).

- 14. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS--CERTIFICATION
  - (a) Cost accounting standards will be applicable and effective as promulgated by the Cost Accounting Standards Board to any award as provided in the Federal Procurement Regulations Subpart 1-3.12. If the offeror presently has contracts or subcontracts containing the Cost Accounting Standards clause, a new standard becomes applicable to such existing contracts prospectively when a new contract or subcontract containing such clause is awarded on or after the effective date of such new standard. Such new standard may require a change in the offeror's established cost accounting practices, whether or not disclosed. The offeror shall specify, by an appropriate entry below, the effect on his cost accounting practice.
  - (b) The offeror hereby certifies that an award under this solicitation [] would, [X] would not, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in his established cost accounting practices affecting existing contracts and subcontracts.

NOTE: If the offeror has checked "would" above, and is awarded the contemplated contract, he will also be required to comply with the clause entitled Administration of Cost Accounting Standards.

Firm: GETTY OIL COMPANY Name: 🖉 Date: \_\_\_\_ MAY 2 5 1976

# Title: Division Exploration Manager