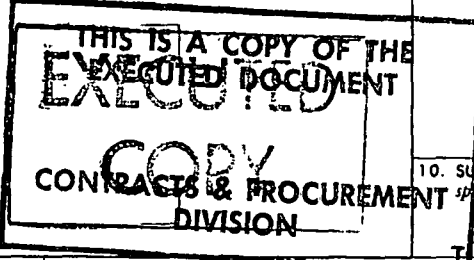


AWARD/CONTRACT

1. CONTRACT (Proc. Inst. Ident.) NO. EE-77-0-08-1523	2. EFFECTIVE DATE 9/13/77	3. REQUISITION/PURCHASE REQUEST/PROJECT NO. REP W-0-08-0007	4. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1. RATING: 3/A
5. ISSUED BY U. S. Energy Research & Development Admin. Nevada Operations Office P. O. Box 14100 Las Vegas, Nevada 89114	6. ADMINISTERED BY <i>(If other than block 5)</i>	7. DELIVERY FOB DESTINATION <input type="checkbox"/> OTHER (See below)	

8. CONTRACTOR NAME AND ADDRESS Getty Oil Company P. O. Box 5237 Bakersfield, California 93308	9. DISCOUNT FOR PROMPT PAYMENT N/A
---	--



11. SHIP TO/MARK FOR James B. Cottor, Chief Energy Research Projects Branch U. S. Energy Research & Development Admin. P. O. Box 14100 Las Vegas, Nevada 89114	12. PAYMENT WILL BE MADE BY U. S. Energy Research & Development Admin. Finance Division P. O. Box 14100 Las Vegas, Nevada 89114
--	---

13. THIS PROCUREMENT WAS ADVERTISED NEGOTIATED, PURSUANT TO: 10 U.S.C. 2304 (a)(1) 41 U.S.C. 252 (c)(1)

14. ACCOUNTING AND APPROPRIATION DATA
EE-02-03-HTA

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	This Contract EE-77-0-08-1523 consists of (1) Schedule (2) Appendix A, General Contract Provisions and (3) Appendix B, Intellectual Property Clauses, as attached hereto and made a part hereof				

21. TOTAL AMOUNT OF CONTRACT **\$26,000.00**

CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

22. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	26. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
--	--

23. NAME OF CONTRACTOR BY E. H. Shuler (Signature of person authorized to sign)	27. UNITED STATES OF AMERICA BY Robert W. Taft (Signature of Contracting Officer)		
24. NAME AND TITLE OF SIGNER (Type or print) E. H. SHULER Vice President	25. DATE SIGNED 9-19-77	28. NAME OF CONTRACTING OFFICER (Type or print) Robert W. Taft, Assistant Manager for Plans, Engineering & Products	29. DATE SIGNED 9/19/77

SCHEDULE

Article 1 STATEMENT OF WORK

Getty Oil Company's proposal under RFP No. EY-R-08-0007 dated May 12, 1977, as revised August 23, 1977, as to page 5, Optional Form 60 (pages 1 and 2) and Exhibit 3 are hereby incorporated herein and made a part hereof, excepting as hereinafter modified in this Contract Agreement EG-77-C-08-1523.

A. Surface Investigations

Getty Oil Company will furnish data derived from two geophysical surveys conducted in Township 27 South, Range 9 West, as follows:

1. 15 miles of electrical resistivity survey profiles conducted by Geonomics, Inc., in June of 1976. Two contoured interpretation maps are included, incorporating this data into that done by the University of Utah.
2. 15.75 square miles of a ground motion survey conducted by Seismic Exploration, Inc., in January of 1977. The sale will include computer analysis of the five stations occupied during the survey.

B. Subsurface Investigations

Getty Oil Company will drill the exploratory well No. 52-21 at a location 2,310 feet West and 990 feet South of the Northeast corner of Section 21, T.27S., R.9W., to an approximate total depth of 6,000 feet.

The work involves the drilling of a new well. Drilling and completion procedures are set forth in Exhibit 4 of Getty Oil Company's May 12, 1977, proposal under RFP EY-R-08-0007, entitled "Drilling Program".

Subject to the conditions hereinafter stated, and when, if and after Getty Oil Company has drilled, completed or abandoned well No. 52-21 as a non-commercial well, ERDA will pay to Getty Oil Company a per foot rate for each foot drilled as provided in Article 4. Getty Oil Company will have the right but not the obligation to drill to deeper depths. ERDA's per

foot contribution shall be limited to a maximum depth of 6,000'. In no event, other than as set forth herein, shall ERDA be obligated to pay more than the maximum amount set forth in Article 4. ERDA shall be entitled to all information and data obtained from drilling to any depth, including depths in excess of 6,000'.

Getty Oil Company will proceed with due diligence and reasonable dispatch to drill the well to a depth of 6,000', measured vertically from the surface, unless at a lesser depth, excessively high pressure water, extremely elevated temperatures or impenetrable formations are encountered through which drilling is deemed impossible after diligent effort by appropriate and customary drilling methods, or the well is completed at a lesser depth as a potentially commercial producer, or in the judgment of Getty Oil Company it is deemed further drilling is unwarranted. In the event Getty Oil Company is unable to drill the initial well to objective depth, Getty Oil shall have the right, but not the obligation to re-drill or to drill a substitute well to the objective depth. Said re-drill or substitute well shall not create an additional monetary obligation above that set forth in Article 4, and ERDA shall be entitled to all data obtained from such re-drill or substitute well, as though it were the original well.

ERDA's representative shall have at all times full and free access to said well, the derrick floor, and any and all information obtained in connection with the drilling of said well, including, without limitation, the right to (a) examine all logs, surveys, and reports; (b) examine and take samples of all cores, drill cuttings and productive samples; (c) witness all drilling and other tests and analyses; and (d) make and retain copies of any and all records made in connection with said well.

Article 2 DELIVERABLES

A. Geophysics

The Contractor shall provide to the ERDA on a non-proprietary basis irrespective of paragraph e., "Withholding of Proprietary Data" of Article B-6 "Rights in Technical Data" of Appendix B "Intellectual Property Clauses" the following:

1. 15 miles of electrical resistivity survey profiles and report by Geonomics, Inc. Survey conducted in June 1976. Two contoured interpretation maps, incorporating this data into that done by the University.
2. 15.75 square miles of ground motion survey conducted by Seismic Exploration, Inc., in January of 1977, including computer analysis of the five stations occupied during the survey.

Six (6) copies of these surveys will be made available within 14 days after execution of this Contract.

B. Subsurface

The Contractor shall use its best efforts to obtain and shall provide to the ERDA on a non-proprietary basis irrespective of paragraph e., "Withholding of Proprietary Data" of Article B-6, "Rights in Technical Data" of Appendix B "Intellectual Property Clauses," six (6) copies of all data derived from the drilling of the well 52-21 (specified in Article 1) and may include but is not limited to those items listed below.

1. Dual Induction - Laterolog Log
2. Formation Density Compensated Log
3. Compensated Neutron Porosity Log
4. Borehole Compensated Sonic Log
5. Gamma Ray - Caliper Log
6. Temperature Log
7. Mud Log, including in and out low line temperatures
8. Bit Record
9. Pit Level and Penetration Rate Record
10. Daily Driller Report
11. Test Report, including pressures, temperature, flow rates and orifice sizes

12. Fluid Analysis (Standard Industrial Water Analysis)
13. Geological Core Description
14. One set of drilling samples at 30' intervals (washed and dried)
15. One-half of cores recovered
16. Fluid Samples (containers furnished by ERDA)
17. Well History Summary

Article 3 TERM

The term of this Contract shall be for a period of one (1) year from September 15, 1977 through September 14, 1978, unless sooner terminated in accordance with the provisions of the Articles of this Contract entitled "Termination for Convenience of the Government" and "Statement of Work".

Article 4 PAYMENT

A. Geophysical:

Upon delivery and acceptance by ERDA of all the existing data included in Article 2, Paragraph A "Deliverables", the Contractor shall be paid the lump sum amount of \$18,000.00.

B. Subsurface - Exploratory Well:

Upon completion and testing of the 8 $\frac{1}{2}$ " hole provided for in Article 1, "Statement of Work" and delivery to and acceptance by ERDA of all the remaining data provided for in Article 2, Paragraph B, "Deliverables" the Contractor shall be paid at \$63.00 per foot for the total footage of 8 $\frac{1}{2}$ " hole drilled as measured vertically from the surface but not to exceed a maximum amount of \$378,000.00.

Article 5 OWNERSHIP OF PROPERTY

It is understood that ERDA will not acquire any right, title or interest in the leased land, well and appurtenant facilities by virtue of this Contract.

Article 6 APPENDICES

Appendix A, "General Contract Provisions", and Appendix B "Intellectual Property Clauses (NVSS-8/77)" which are attached hereto, are made a part of this Contract with Appendix B "Intellectual Property Clauses" amended by deleting paragraph g "Limited Rights in Proprietary Data" and h "Contractor Licensing" of Article B-6 "Rights in Technical Data" and replacing the first 3 lines of paragraph e, "Withholding of Proprietary Data" with the following:

"Except as provided in Article 2, "Deliverables" the Contractor —."



2/E

Getty Oil Company | P.O. Box 5237, Bakersfield, California 93308 • Telephone: (805) 399-2961

California Exploration and Production Division

May 12, 1977

U. S. Energy Research and
Development Administration
Nevada Operations Office
P. O. Box 14100
Las Vegas, Nevada 89114

Attention: Mr. James B. Cotter

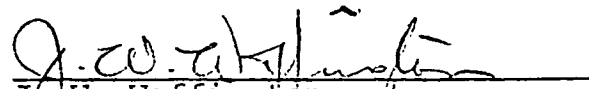
Re: Proposal (RFP) No. EY-R-08-0007
Geothermal Reservoir Assessment Case Study

Gentlemen:

Getty Oil Company hereby submits ten (10) copies of its proposal to participate in ERDA Funding, covering the above subject project proposal, as set forth in the attachments hereto.

Very truly yours,

GETTY OIL COMPANY



J. W. Woffington
Division Exploration Manager

JWW:br
Encls. 10

2/18

GETTY OIL COMPANY

PROPOSAL FOR
RFP NO. EY-R-08-0007
GEOHERMAL RESERVOIR ASSESSMENT CASE STUDY

GETTY OIL COMPANY
WESTERN EXPLORATION & PRODUCTION DIVISION
EXPLORATION DEPARTMENT
Bakersfield, California

PROPOSAL FOR
RFP No. EY-R-08-0007
GEOHERMAL RESERVOIR ASSESSMENT CASE STUDY
Roosevelt Hot Springs
Beaver County
Utah

GEOTHERMAL PROPOSAL

Re: Request For Proposals (RFP) No. EY-R-08-0007
Geothermal Reservoir Assessment Case Study

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. The investigation site is within the Roosevelt Hot Springs Known Geothermal Resource Area, Beaver County, Utah.

a. Section 21, Township 27 South, Range 9 West, S. L. Mer., Utah.

b. Getty Oil Company holds a Federal Geothermal Lease, U-27391, covering all of Section 21, T. 27 S., R. 9 W. The lease also covers Sections 28 and 29, T. 27 S., R. 9 W. These lands are accessible for the purposes of this investigation, subject to federal and state permitting regulations.

c. Geological Descriptions

Prior drilling has established the presence of a geothermal hot-water reservoir in the Roosevelt Hot Springs KGRA. The KGRA is located on the west flank of the Mineral Range adjacent to the Milford Valley. The prospective area is covered by a thin veneer of alluvium overlying a complex of Precambrian metamorphic rocks that have been intruded by tertiary granites. The geothermal reservoir is evidently located in shear zones within this rock complex and appears to be largely controlled by a fracture system associated with a north-south trending fault, known as the Dome Fault. Reservoir boundaries are not known and must be established by additional drilling. Detailed surface geology has been published in "Utah Geology", Vol. 2, No. 2, Fall 1975, Utah Geological and Mineral Survey, 103 Utah Geological Survey Building, University of Utah, Salt Lake City, Utah 84112.

d. Site Selection

Getty Oil Company has selected a site location for the drilling of a geothermal well in Section 21, T. 27 S., R. 9 W., since it is on trend with the projection of the Dome Fault. Electrical resistivity data suggests that the Dome Fault extends southward as depicted on Exhibit 2.1. The survey also indicates that the geothermal reservoir extends into Section 21. Two wells immediately to the north have production capability; these are the Thermal Power Company No. 78-16, located approximately one mile to the north, and the Phillips Petroleum Company No. 25-15, located 4,700 feet to the northeast.

2. Program Data Offered

a. Subsurface

Getty Oil Company proposes to drill the No. 52-21 at an approximate location 2,310 feet west and 990 feet south of the northeast corner of Section 21, T. 27 S., R. 9 W., to a total depth of 6,000 feet. All data derived from the drilling of this well is offered, including but not limited to those items detailed in the following paragraph 3.

b. Surface

Getty Oil Company also offers 15 miles of electrical resistivity profiles and 15.75 square miles of ground motion survey coverage, more particularly described in paragraph 3.b, page 4.

3. Program Description

a. Subsurface

(1) The proposal involves the drilling of a new well.

(2) Drilling and completion procedures.

(a) Total Depth - 6,000 feet

(b) Hole Sizes:

26"	to	100'
17½"	to	800'
12¼"	to	2000'
8½"	to	6000'

(c) Drilling Fluids

<u>Interval</u>	<u>Type</u>	<u>Weight</u>	<u>Viscosity</u>	<u>Water Loss</u>
0-100	Gel Water	Min.	55-65	No control
100-800	Diammonium Phosphate	Min.	45-55	No control
800-2000	" "	Min.	40-50	No control
2000-6000	" "	Min.	36-40	No control

(d) Casing

<u>Size</u>	<u>Set at</u>
20" conductor	100'
13-3/8", 54.5#, K-55	800'
9-5/8", 40#, K-55	2000'

(e) Cementing:

<u>Depth</u>	<u>Type</u>
100'	Ready-mix concrete
800'	1:1 perlite, 80% silica flour, 2% gel, 1% CFR-2
2000'	1:1 perlite, 80% silica flour, 2% gel, 1/2% CFR-2

Sufficient slurry to bring returns to surface.
Slurry retarded as dictated by hole temperature.

(f) Drift Surveys: On dull bits

(3) Mud Logging: 100' - 6,000'

(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:

At 800', 2000' and 6000'
Dual Induction - Laterolog
Formation Density Compensated Log
Compensated Neutron Porosity Log
Borehole Compensated Sonic Log
Gamma Ray - Caliper Log
At various intervals: Temperature Log

(7) Flow Testing: One day flow test utilizing a range of orifices.

(8) Fluid Chemistry: Standard industrial water analysis of
produced fluids, sampled at intervals
flow test.

(9) Well bore treatment: None contemplated

3. b. Surface Investigations

(1) Getty Oil Company offers 15 miles of electrical resistivity survey profiles conducted by Geonomics, Inc., in June of 1976. These profiles are shown on Exhibit 2. Two contoured interpretation maps are included, incorporating this data into that done by the University of Nevada. *Utah*

(1) Getty Oil Company offers 15.75 square miles of a ground motion survey conducted by Seismic Exploration, Inc., in January of 1977. Coverage is shown on Exhibit 2 and the sale will include computer analysis of the five stations occupied during the survey.

c. Reservoir Engineering Studies.

None

4. Schedule

Getty Oil Company has submitted well permit applications to the responsible state and federal agencies to conduct the drilling of the 52-21 well. The tentative schedule for completion of the work herein proposed is as follows:

Permitting:	5 months
Let Drilling Contract and Obtain Material:	2 months
Drilling and Testing:	2 months
Total Time:	9 months

Data will be available for release by ERDA by February of 1978, contingent upon proposer's ability to operate within the above time frame.

5. Environmental Evaluation:

a. Description of the environment affected

The Roosevelt Hot Springs area is within the cold desert biome and relatively undeveloped. The climate is semi-arid. The air is relatively free of pollutants, except particulate dust. Drainage in the area is normally dry, except during storms or rapid snow melts. Ranch Canyon, to the south, normally runs a small volume of water that disappears into the alluvium on the flank of the Mineral Range. The investigation site is within the sagebrush association, consisting of big sagebrush, cheatgrass, halogeton and annual herbs. This area supports a wide variety of animal life, with 31 species of mammals, 14 species of reptiles and 49 species of birds. The landscape can be generally described as a desert type and

recreation includes hunting, rock collecting and pic-nicking. Sightseeing is not a major attraction. Archeological values in relation to the investigation site are not known, but are being investigated in connection with permitting.

b. Analysis of the Potential Environmental Impact Surface

Disturbance of 1.0 to 2.0 ha. is 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 to air and noise pollution will occur, but neither should increase beyond accepted standards. After usage, which could be for 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 of a reduction of amount of lands available for grazing leases and recreation usage.

C. Cost

1. Estimated total drilling cost is \$671,000. A detailed breakdown of cost elements is attached as Exhibit 3. Total cost for the two geophysical surveys was \$36,217.
2. Proposed cost is in the form of a bottom hole contribution wherein at the completion of drilling and testing the Government shall pay a fixed rate of \$56 per foot for the total footage drilled as measured vertically from the surface, but not to exceed a maximum contribution of \$336,000. ERDA shall have no control over the well which shall be drilled, plugged and/or completed at Getty Oil Company's sole cost, risk and expense; and the drilling or any subsequent operations in connection therewith shall not be considered as a joint undertaking. We will agree to permit the Government at its sole expense, including payment of the rig standby time, to run any special survey in the well if the condition of the hole permits upon reaching objective depth.

In addition, Getty Oil Company proposes to sell two geophysical surveys at one-half the acquisition cost. Cost to the Government is \$18,000.

Total cost of the two proposals is \$354,000.

CONTRACT PRICING PROPOSAL
(RESEARCH AND DEVELOPMENT)

Office of Management and Budget
Approval No. 29-RO184

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.

PAGE NO.

1

NO. OF PAGES

2

NAME OF OFFEROR
Getty Oil Company

SUPPLIES AND/OR SERVICES TO BE FURNISHED
All data on one (1) geothermal exploratory well.

HOME OFFICE ADDRESS
P. O. Box 5237
Bakersfield, California 93308

DIVISION(S) AND LOCATION(S) WHERE WORK IS TO BE PERFORMED
Roosevelt Hot Springs, Utah

TOTAL AMOUNT OF PROPOSAL
\$ 354,000

GOVT SOLICITATION NO.
RFP No. EY-R-08-0007

DETAIL DESCRIPTION OF COST ELEMENTS

1. DIRECT MATERIAL (Itemize on Exhibit A)				EST COST (\$)	TOTAL EST COST ¹	REFER- ENCE ²
a. PURCHASED PARTS						
b. SUBCONTRACTED ITEMS						
c. OTHER—(1) RAW MATERIAL						
(2) YOUR STANDARD COMMERCIAL ITEMS						
(3) INTERDIVISIONAL TRANSFERS (At other than cost)						
TOTAL DIRECT MATERIAL						
2. MATERIAL OVERHEAD ¹ (Rate %XS base=)						
3. DIRECT LABOR (Specify)			ESTIMATED HOURS	RATE/HOUR	EST COST (\$)	
TOTAL DIRECT LABOR						
4. LABOR OVERHEAD (Specify Department or Cost Center) ¹		O.H. RATE	X BASE =	EST COST (\$)		
TOTAL LABOR OVERHEAD						
5. SPECIAL TESTING (Including field work at Government installations)				EST COST (\$)		
TOTAL SPECIAL TESTING						
6. SPECIAL EQUIPMENT (If direct charge) (Itemize on Exhibit A)						
7. TRAVEL (If direct charge) (Give details on attached Schedule)				EST COST (\$)		
a. TRANSPORTATION						
b. PER DIEM OR SUBSISTENCE						
TOTAL TRAVEL						
8. CONSULTANTS (Identify—purpose—rate)				EST COST (\$)		
TOTAL CONSULTANTS						
9. OTHER DIRECT COSTS (Itemize on Exhibit A)					354,000	
10. TOTAL DIRECT COST AND OVERHEAD					354,000	
11. GENERAL AND ADMINISTRATIVE EXPENSE (Rate % of cost element No.) ¹					-	
12. ROYALTIES ¹					-	
13. TOTAL ESTIMATED COST					354,000	
14. FEE OR PROFIT					-	
15. TOTAL ESTIMATED COST AND FEE OR PROFIT					354,000	

This proposal is submitted for use in connection with and in response to (Describe RFP, etc.)

RFP No. EY-R-08-0007 Geothermal Reservoir Assessment Case Study

and reflects our best estimates as of this date, in accordance with the Instructions to Offerors and the Footnotes which follow.

TYPED NAME AND TITLE J. W. Woffington Division Exploration Manager	SIGNATURE <i>J. W. Woffington</i>
NAME OF FIRM Getty Oil Company	DATE OF SUBMISSION May 12, 1977

EXHIBIT A—SUPPORTING SCHEDULE (Specify, if more space is needed, use reverse)

COST EL NO.	ITEM DESCRIPTION (See footnote 5)	EST COST (\$)
9	Bottom Hole Contribution to Getty Oil Company No. 52-21 Geothermal Well, Roosevelt Hot Springs, Beaver County, Utah, at \$56.00 per foot. Detailed estimate is attached - - maximum cost	336,000
9	15 miles of resistivity profiles and 15.75 square miles of ground motion data at one-half total cost.	18,000
	Total	354,000

I. HAS ANY EXECUTIVE AGENCY OF THE UNITED STATES GOVERNMENT PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY OTHER GOVERNMENT PRIME CONTRACT OR SUBCONTRACT WITHIN THE PAST TWELVE MONTHS?

YES NO (If yes, identify below.)

Project Cost System Review, May 27, 1976, ERDA (San)
Contract No. E(04-3)-1188

NAME AND ADDRESS OF REVIEWING OFFICE AND INDIVIDUAL

ERDA Finance Division, 1333 Broadway, Oakland, Ca. 94612

TELEPHONE NUMBER/EXTENSION

(415) 273-7842

II. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS PROPOSED CONTRACT?

YES NO (If yes, identify on reverse or separate page)

III. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT?

YES NO (If yes, identify.): ADVANCE PAYMENTS PROGRESS PAYMENTS OR GUARANTEED LOANS

IV. DO YOU NOW HOLD ANY CONTRACT (Or, do you have any independently financed (IR&D) projects) FOR THE SAME OR SIMILAR WORK CALLED FOR BY THIS PROPOSED CONTRACT?

YES NO (If yes, identify.):

V. DOES THIS COST SUMMARY CONFORM WITH THE COST PRINCIPLES SET FORTH IN AGENCY REGULATIONS?

YES NO (If no, explain on reverse or separate page)

See Reverse for Instructions and Footnotes

OPTIONAL FORM 60 (10-71)

D. Business and Management

1. Prior Experience

Getty Oil Company has been active in geothermal resource exploration since 1971. We have operated the drilling of two geothermal exploration wells to date. These are the No. 1 Kettenhofen, Geysers Area, Lake County, California, and the No. 1 PRC 4572.1, Mono Lake, Mono County, California. Getty Oil Company currently holds 44,909.37 net acres of geothermal lease on various prospects in the Western United States. Getty Oil Company personnel have kept abreast of geothermal drilling technology.

2. Principal Project Personnel

- a. John J. Dieckman, Western Exploration and Production,
Division Geologist.

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 " "
1975-Present Division Exploration Geologist, " "
Geothermal, Onshore & Offshore
Oil and Gas

- b. George M. Thompson, Western Exploration and Production,
Division Geophysicist

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, Onshore & Offshore Oil & Gas

- c. Jack B. Rogers, Drilling Superintendent,
San Joaquin Valley District

A.B. in Geology 1940 Stanford University
1944-1955 Drilling Foreman, Honolulu Oil Corp., Taft, Calif.
1955-1961 Drilling Supt., Honolulu Oil Corp., Taft, Calif.
Employed by Getty Oil Company, October 1961
1961-1971 Drilling Foreman, Taft, Calif.
1971-1973 Drilling Foreman, Bakersfield, Calif.
1973-1974 Drilling Supt., Lima, Peru
1974-Present Drilling Supt., Bakersfield, Calif.

3. Operational Plan

The operational plan is attached as Exhibit 4, entitled "Drilling Program".

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. J. B. Rogers
Drilling Superintendent
Getty Oil Company
Rt.1, Box 197-X
Bakersfield, California
Phone: (805) 399-2961

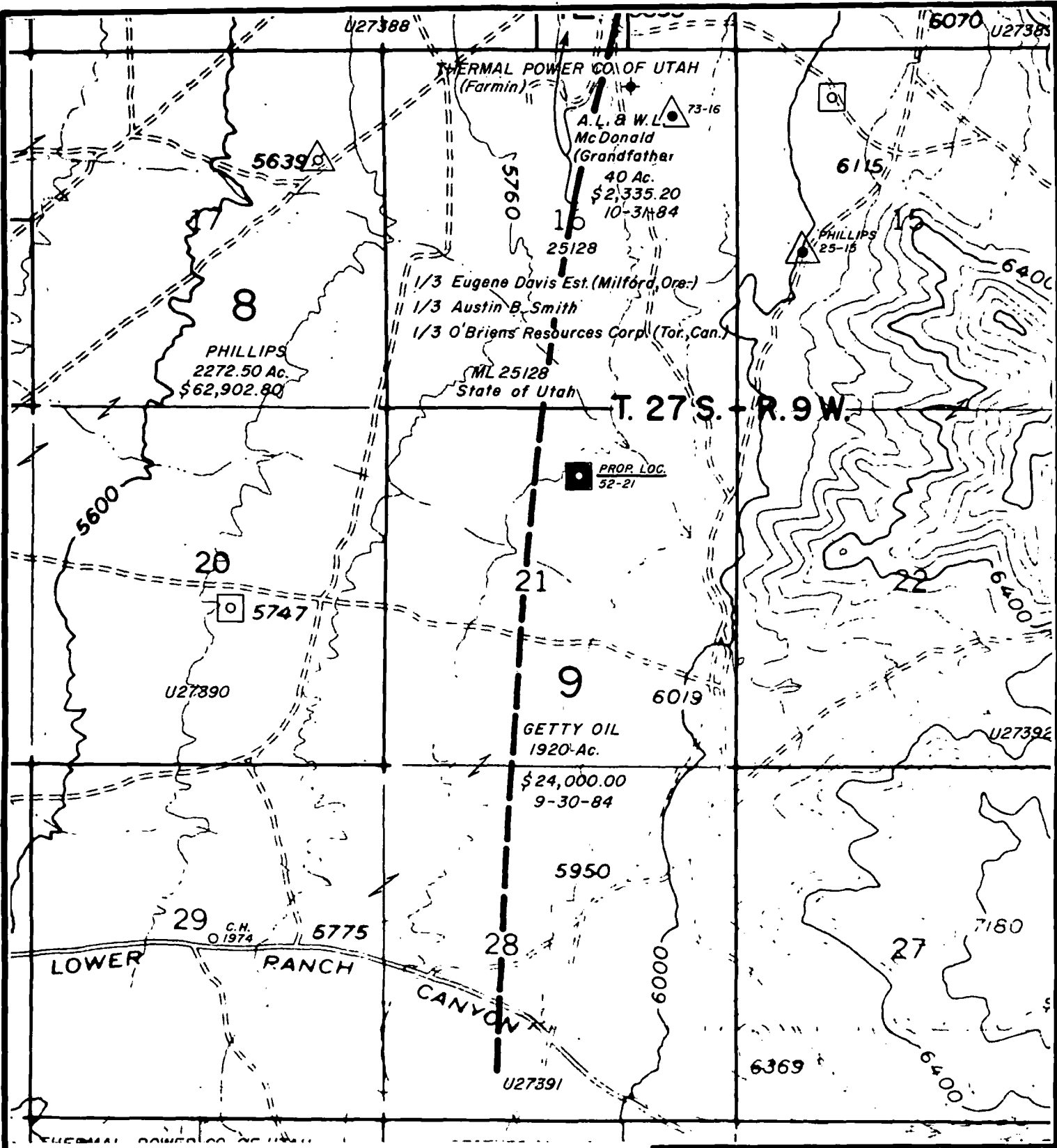
c. Contractual and Legal

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 5 are all acceptable as a basis for contract negotiation. However, your attention is directed to Contract Work Hours and Safety Standards Act--Overtime Compensation, article A-5 of enclosure 5. 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 worked 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 1976 Annual Report To Stockholders is attached hereto.



GETTY OIL CO. LEASE

Getty Oil Company	
EXPLORATION DEPARTMENT	WESTERN E&P DIVISION
AREA: ROOSEVELT HOT SPRINGS	
COUNTY: BEAVER, UTAH	
DESCRIPTION: LAND MAP SHOWING PROPOSED LOCATION OF WELL NO. 52-21	
DATE: MAY 6, 1977	SCALE: 1" = 2000'
BY: J.J. DIECKMAN	INTERVAL:
REVISED	

Getty Oil Company
ROOSEVELT HOT SPRINGS
UTAH

- DIPOLE-DIPOLE STA.
- //// MICRO-EARTHQUAKE STUDY AREA
- MICRO-EARTHQUAKE STA.
- ⋯ GETTY LEASE AREA

EXHIBIT 2

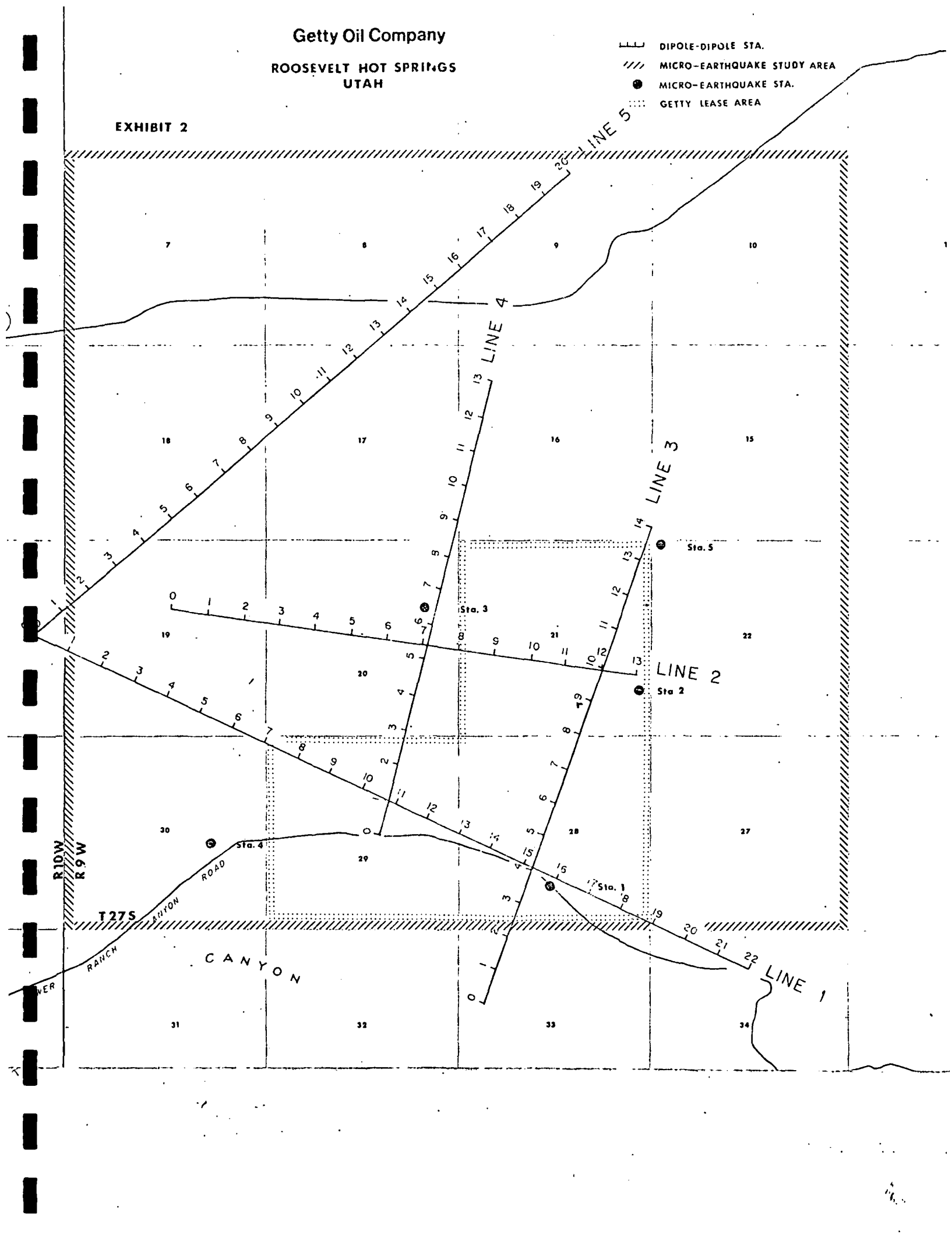


EXHIBIT 3

Well No. KGRA 52-21
Beaver County, Utah

Cost Estimate

<u>Intangibles</u>	<u>Dry Hole</u>	<u>Completion</u>
Location, roads, sump	\$ 22,200	\$ 22,200
Water, vacuum truck	16,700	16,700
Drilling contractor (in and out)	80,000	80,000
Drilling contractor (47 days at \$4,000)	188,000	188,000
Bits, reamers, stabilizers	81,900	81,900
Coring	5,800	5,800
Drilling Fluid	12,000	12,000
Cementing	20,000	20,000
Mud logging	15,900	15,900
Wireline logging	34,900	41,700
Tool rentals	34,900	40,500
Hauling	6,200	6,200
Landscape location, fill sump	10,000	5,000
Miscellaneous	15,500	22,100
Contingencies	27,000	28,000
Abandonment plugs	4,000	
TOTAL INTANGIBLES	\$575,000	\$586,000
<u>Tangibles</u>	<u>Dry Hole</u>	<u>Completion</u>
Wellhead, valves, etc.	\$ 5,000	\$ 31,000
100' of 20" conductor	3,000	3,000
800' of 13-3/8", 54.5#, K-55 buttress	16,000	16,000
2000' of 9-5/8", 40#, K-55 buttress	28,500	28,500
Casing Hardware	2,700	2,700
Contingencies	2,800	3,800
TOTAL TANGIBLES	\$ 58,000	\$ 85,000
TOTAL INTANGIBLES	<u>575,000</u>	<u>586,000</u>
	\$633,000	\$671,000

EXHIBIT 4

Well No. KGRA 52-21, Beaver County, Utah
Drilling Program

Location: 990' south and 2310' west of the northeast corner of Section 21,
 T. 27 S., R. 9 W., S.L.B.& M.

Ground Elevation: \pm 5810'
 KB Elevation : \pm 5834'

Total Depth: 6000'

Drilling Fluid:	Interval	Type	Wgt.	Vis.	W.L.
	0-100	Gel water	Min.	55-65	No control
	100-800	Diammonium phosphate	Min.	45-55	No control
	800-2000	" "	Min.	40-50	No control
	2000-6000	" "	Min.	36-40	No control

Logs: At 800, 2000 and 6000:
 Dual Induction-Laterolog
 Formation Density Compensated Log
 Compensated Neutron Porosity Log
 Borehole Compensated Sonic Log
 Gamma Ray-Caliper Log
 At various intervals: Temperature Log

Mud Logger: 100' - 6000'

Cores: One

Drift Surveys: On dull bits.

Casing Program:	Size	Set At	Hole Size
	20", conductor	100'	26"
	13-3/8", 54.5#, K-55	800'	17-1/2"
	9-5/8", 40#, K-55	2000'	12-1/4"

Drilling Program:

1. Cement 20" conductor at 100' with ready-mix concrete.
2. Install 20" casing flange, 20", 2000#, BOPE.
3. Drill 17-1/2" hole to \pm 800'. Run logs as directed. Cement 13-3/8", 54.5#, K-55 buttress casing at 800' with 1:1 perlite, 80% silica flour, 2% gel, 1/2% CFR-2. Use sufficient slurry to bring returns to surface.
4. Install 13-3/8" casing head, 12", 3000#, BOPD.
5. Drill 12-1/4" hole to \pm 2000'. Use packed hole drilling assembly. Run logs as directed. Cement 9-5/8", 40#, K-55 casing at 2000' with 1:1 perlite, 80% silica flour, 2% gel, 1/2% CFR-2. Use sufficient slurry to bring returns to surface.

EXHIBIT 4
Page 2

6. Install master gate, expansion spool, 12", 3000# BOPE.
7. Drill 8-1/2" hole to 6000'. Use packed hole drilling assembly. Run logs as directed.
8. Test, complete in open-hole or abandon.

JBR/cs:3-25-77

REPRESENTATIONS
AND CERTIFICATIONS
(Construction Contract)
(For use with SF 19 and 21)

REFERENCE (Enter same No.(s) as on SF 19/21)

NAME AND ADDRESS OF BIDDER (No., Street, City, State, and ZIP Code)

GETTY OIL COMPANY, Attention: J. W. Woffington
P. O. Box 5237
Bakersfield, California 93308

DATE OF BID

May 12, 1977

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 is, is not, a small business concern. (For this purpose, a small business concern is a business concern, including its affiliates, which (a) is independently owned and operated, (b) is not dominant in the field of operation in which it is bidding on Government contracts, and (c) had average annual receipts for the preceding 3 fiscal years not exceeding \$7,500,000. For additional information see governing regulations of the Small Business Administration.)

2. CONTINGENT FEE

(a) He has, 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, 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.)

3. TYPE OF ORGANIZATION

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

4. 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 (a) (1) through (a) (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 (a) (1) through (a) (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 (a) (1) through (a) (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 bid 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.

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

5. 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 representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

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.

6. 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., 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 IDENTIFICATION NUMBER OF	 PARENT COMPANY E.I. No. 51-0078813	BIDDER GETTY OIL COMPANY
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7. 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 subcontracts 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.

SUPPLEMENT TO REPRESENTATIONS AND CERTIFICATIONS

8. CERTIFICATION OF EMPLOYMENT OF HANDICAPPED

The offeror certifies with respect to the Employment of the Handicapped clause as follows:

- a. He /X/ has, / / has not previously been awarded a contract which included the clause. (If affirmative, execute b.)
- b. The time specified for contract performance /X/ exceeded 90 days, / / did not exceed 90 days. (If more than 90 days, execute c.)
- c. The amount of the contract was / / less than \$500,000, /X/ more than \$500,000, and he /X/ has, / / has not published his program for the employment of the handicapped. (If more than \$500,000, execute d.)
- d. He /X/ has, / / has not submitted the required annual report to the Assistant Secretary of Labor for Employment Standards.
- e. He /X/ ^{will make} ~~has~~ ~~xxxxxxx~~ ~~xxxxxxx~~ ~~xxxxxxx~~ a good faith effort to effectuate and carry out his affirmative action program.
- f. He will not award subcontracts to persons or concerns that have not published programs and submitted annual reports as required by the clause.

9. 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 /X/, does not / / employ more than 50 employees and has /X/, 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. (unknown) 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:

<u>NAME OF CONTRACTOR</u>	<u>DATE</u>	<u>FEDERAL AGENCY</u>
Getty Oil Company (include known first-tier subcontractors)	Jan. 26-28, 1976	Dept. of Interior
Subcontractor - Unknown	Not applicable	Unknown

- c. 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.

10. CLEAN AIR AND WATER CERTIFICATION

(Applicable if the bid or offer exceeds \$100,000 or ERDA 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 USC 1857c-8(c) (1)) or the Federal Water Pollution Control Act (33 USC 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 /X/ been listed on the Environmental Protection Agency list of violating facilities.
- b. He will promptly notify the Contractor, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U. S. 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 non-exempt subcontract.

11. MINORITY BUSINESS ENTERPRISE

The offeror represents that he / / is /X/ 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.

12. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

Any subcontract 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 (2) subcontracts which are otherwise exempt (see 4 CFR 331.30(b) and FFR §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 subcontract 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 solicitation (see (I) below) unless (i) the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards exceeding 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); (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 a copy of the 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.

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
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).

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 totaling \$30 million or more during Federal Fiscal Year 1971; and did not receive

net awards of negotiated national defense prime contracts subject to Cost Accounting Standards totaling more than \$10 million in any of the Federal Fiscal Years 1972, 1973, 1974, or 1975; and net awards of negotiated national defense prime contracts and subcontracts subject to Cost Accounting Standards totaling more than \$10 million 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 threshold established by the Cost Accounting Standards Board for a Federal fiscal year prior to the one immediately preceding the year in which this proposal was submitted may be eligible to claim this exemption if they have received notification of final acceptance of all deliverable items on all 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 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
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).

13. 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: J. W. Woffington Date 5/12/77
J. W. Woffington

Title: Division Exploration Manager

SCHEDULE

Article 1 STATEMENT OF WORK

Getty Oil Company's RFP No. EY-R-08-0007 dated May 12, 1977; as revised August 23, 1977, as to page 5, Optional Form 60 (pages 1 and 2) and Exhibits 3 are hereby incorporated herein and made a part hereof, excepting as hereinafter modified in this Contract Agreement EG-77-C-08-1523.

A. Surface Investigations

Getty Oil Company will furnish data derived from two geophysical surveys conducted in Township 27 South, Range 9 West, as follows:

1. 15 miles of electrical resistivity survey profiles conducted by Geonomics, Inc., in June of 1976. Two contoured interpretation maps are included, incorporating this data into that done by the University of Utah.
2. 15.75 square miles of a ground motion survey conducted by Seismic Exploration, Inc., in January of 1977. The sale will include computer analysis of the five stations occupied during the survey.

B. Subsurface Investigations

Getty Oil Company will drill the exploratory well No. 52-21 at a location 2,310 feet west and 990 feet south of the northeast corner of Section 21, T. 27 S., R. 9 W., to an approximate total depth of 6,000 feet.

The work involves the drilling of a new well. Drilling and completion procedures are set forth in Exhibit 4 of May 12, 1977 proposal RFP EY-R-08-0007, entitled "Drilling Program".

Subject to the conditions hereinafter stated, and when, if and after Getty Oil Company has drilled, completed or abandoned well No. 52-21 as a non-commercial well, ERDA will pay to Getty Oil Company a per foot rate for each foot drilled as provided in Article 4. Getty Oil Company will have the right but not the obligation to drill to deeper depths. ERDA's per

foot contribution shall be limited to a maximum depth of 6,000'. In no event, other than set forth herein, shall ERDA be obligated to pay more than the maximum amount set forth in Article 4. ERDA shall be entitled to all information and data obtained from drilling to any depth, including depths in excess of 6,000'.

Getty Oil Company will proceed with due diligence and reasonable dispatch to drill the well to a depth of 6,000', measured vertically from the surface, unless at a lesser depth, excessively high pressure water, extremely elevated temperatures or impenetrable formations are encountered through which drilling is deemed impossible after diligent effort by appropriate and customary drilling methods, or the well is completed at a lesser depth as a potentially commercial producer, or in the judgment of Getty Oil Company it is deemed further drilling is unwarranted. In the event Getty Oil Company is unable to drill the initial well to objective depth, Getty Oil shall have the right, but not the obligation to re-drill or to drill a substitute well to the objective depth. Said re-drill or substitute well shall not create an additional monetary obligation above that set forth in Article 4, and ERDA shall be entitled to all data obtained from such re-drill or substitute well, as though it were the original well.

ERDA's representative shall have at all times full and free access to said well, the derrick floor, and any and all information obtained in connection with the drilling of said well, including, without limitation, the right to (a) examine all logs, surveys, and reports; (b) examine and take samples of all cores, drill cuttings and productive samples; (c) witness all drilling and other tests and analyses; and (d) make and retain copies of any and all records made in connection with said well.

Article 2 DELIVERABLES

A. Geophysics

The Contractor shall provide to the ERDA on a non-proprietary basis irrespective of paragraph e., "Withholding of Proprietary Data" of Article B-6 "Rights in Technical Data" of Appendix B "Intellectual Property Clauses" the following:

1. 15 miles of electrical resistivity survey profiles and report by Geonomics, Inc. Survey conducted in June 1976. Two contoured interpretation maps, incorporating this data into that done by the University.
2. 15.75 square miles of ground motion survey conducted by Seismic Exploration, Inc., in January of 1977, including computer analysis of the five stations occupied during the survey.

Six (6) copies of these surveys will be made available within 14 days after execution of this Contract.

B. Subsurface

The Contractor shall use its best efforts to obtain and shall provide to the ERDA on a non-proprietary basis irrespective of paragraph e., "Withholding of Proprietary Data" of Article B-6, "Rights in Technical Data" of Appendix B "Intellectual Property Clauses," six (6) copies of all data derived from the drilling of the well 52-21 (specified in Article 1) and may include but is not limited to those items listed below.

1. Dual Induction - Laterolog Log
2. Formation Density Compensated Log
3. Compensated Neutron Porosity Log
4. Borehole Compensated Sonic Log
5. Gamma Ray - Caliper Log
6. Temperature Log
7. Mud Log, including in and out low line temperatures
8. Bit Record
9. Pit Level and Penetration Rate Record
10. Daily Driller Report
11. Test Report, including pressures, temperature, flow rates and orifice sizes

12. Fluid Analysis (Standard Industrial Water Analysis)
13. Geological Core Description
14. One set of drilling samples at 30' intervals (washed and dried)
15. One-half of cores recovered
16. Fluid Samples (containers furnished by ERDA)
17. Well History Summary

Article 3 TERM

The term of this Contract shall be for a period of one (1) year from September 15, 1977 through September 14, 1978, unless sooner terminated in accordance with the provisions of the Articles of this Contract entitled "Termination for Convenience of the Government" and "Statement of Work".

Article 4 PAYMENT

A. Geophysical:

Upon delivery and acceptance by ERDA of all the existing data included in Article 2, Paragraph A "Deliverables", the Contractor shall be paid the lump sum amount of \$18,000.00.

B. Subsurface - Exploratory Well:

Upon completion and testing of the 8 $\frac{1}{2}$ " hole provided for in Article 1, "Statement of Work" and delivery to and acceptance by ERDA of all the remaining data provided for in Article 2, Paragraph B, "Deliverables" the Contractor shall be paid at \$63.00 per foot for the total footage of 8 $\frac{1}{2}$ " hole drilled as measured vertically from the surface but not to exceed a maximum amount of \$378,000.00.

Article 5 OWNERSHIP OF PROPERTY

It is understood that ERDA will not acquire any right, title or interest in the leased land, well and appurtenant facilities by virtue of this Contract.

Article 6 APPENDICES

Appendix A, "General Contract Provisions", and Appendix B "Intellectual Property Clauses" which are attached hereto, are made a part of this Contract with Appendix B "Intellectual Property Clauses" amended by deleting paragraphs g "Limited Rights in Proprietary Data" and h "Contractor Licensing" of Article B-6 "Rights in Technical Data" and the first 3 lines of paragraph e, "Withholding of Proprietary Data" replaced with the following:

"Except as provided in Article 2, "Deliverables" the Contractor --."