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A PROPOSAL TO INCREASE THE SCOPE AND PURPOSE OF THE NATIONAL VISITOR CENTER

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HEARING BEFORE THE SUBCOMMITTEE ON BUILDINGS AND GROUNDS OF THE COMMITTEE ON PUBLIC WORKS UNITED STATES SENATE

NINETY-THIRD CONGRESS

FIRST SESSION

NOVEMBER 13, 1973

SERIAL NO. 93-H24

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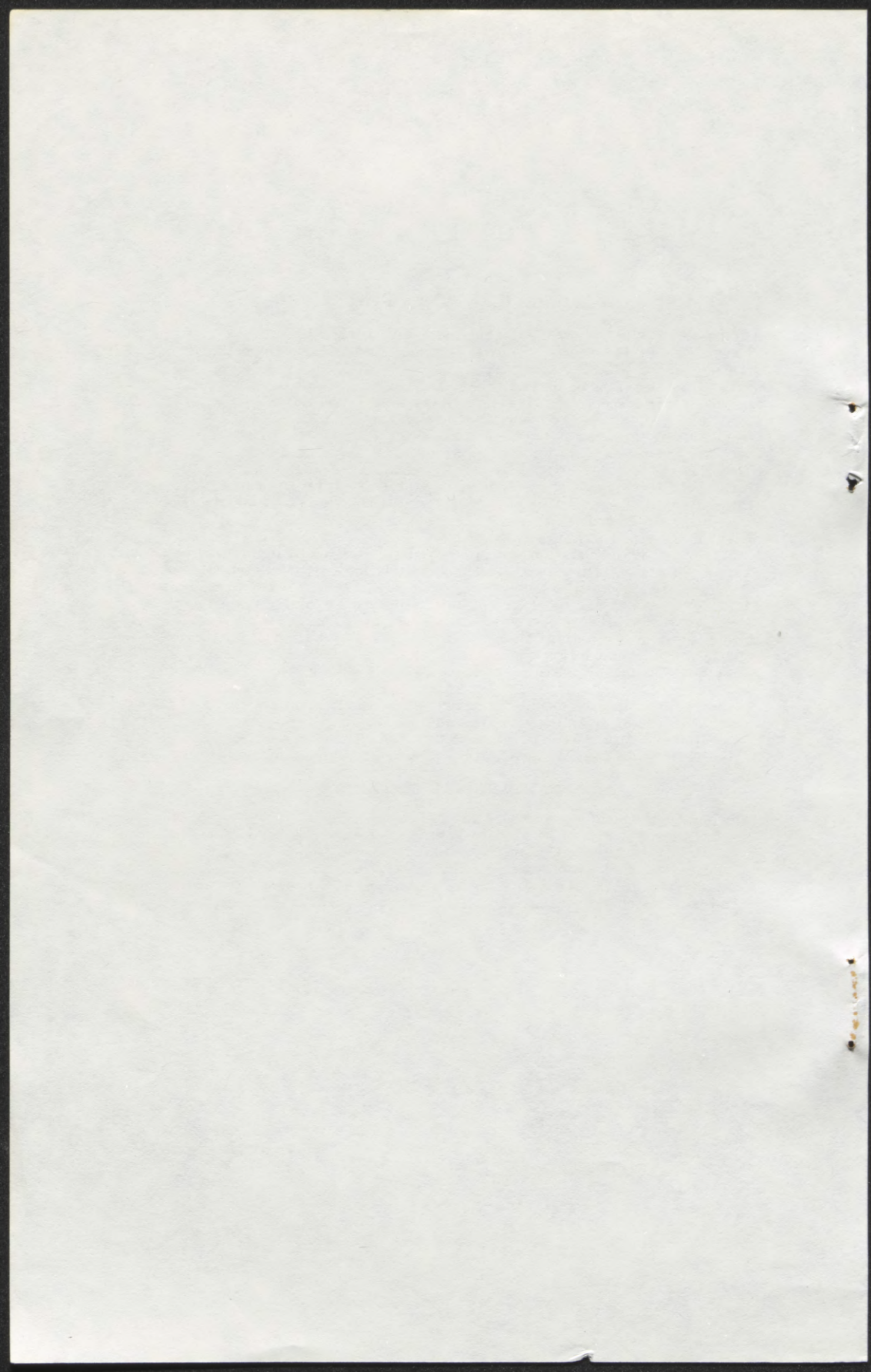
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A PROPOSAL TO INCREASE THE SCOPE AND PURPOSE OF THE NATIONAL VISITOR CENTER

TUESDAY, NOVEMBER 13, 1973

U.S. SENATE,
COMMITTEE ON PUBLIC WORKS,
SUBCOMMITTEE ON BUILDINGS AND GROUNDS,
Washington, D.C.

The subcommittee met at 9:30 a.m., pursuant to call, in room 4200, Dirksen Senate Office Building, Hon. Dick Clark (chairman of the subcommittee), presiding.

Present: Senators Clark, Gravel, Scott, McClure, and Domenici.

Senator CLARK. The subcommittee will come to order.

The purpose of today's hearing is to examine a proposal by the Department of the Interior to increase the scope and purpose of the National Visitor Center.

The proposal calls for the inclusion of an intercity bus terminal as an integral part of the Center, coupled with the already existing rail passenger facility. The bus terminal will supposedly serve to create a truly intermodal visitors complex.

The main issues before us this morning are these: What are the additional costs involved in expanding the scope of the Center? What effect will expansion have on the proposed completion date of the Center, late 1975?

Does the past record of cost increase and construction delay suggest that the further expansion of the project may be neither feasible nor justifiable?

Mr. Doug Wheeler, of the Interior Department, will be our first witness this morning.

Mr. Wheeler, perhaps you would want to identify any associates you have with you for the record, and then feel free to proceed in any way you think appropriate.

STATEMENT OF DOUGLAS P. WHEELER, DEPUTY ASSISTANT SECRETARY, FISH AND WILDLIFE AND PARKS, DEPARTMENT OF THE INTERIOR, ACCOMPANIED BY JACK FISH, DIRECTOR, NATIONAL CAPITAL PARKS; JIM GROSS, DIRECTOR, NATIONAL VISITOR CENTER; LARS HANSLIN, OFFICE OF THE SOLICITOR, AND BARRY HOWARD, PROGRAM CONSULTANT

Mr. WHEELER. I would like to have sitting with me Mr. Jack Fish, Director of the National Capital Parks; Mr. Jim Gross, Director of

the National Visitor Center, and Mr. Lars Hanslin, from the Office of the Solicitor of the Department of the Interior.

With your permission, I would like to read a brief statement preceding a visual presentation.

We have been invited here this morning to testify in support of proposed legislation regarding authority to develop an intermodal transportation terminal as part of the National Visitor Center, but due to several critical developments of the last few days, we wish to take this opportunity to apprise the committee of the current status and proposed direction of the construction of the National Visitor Center.

Specifically, since our several meetings with members of this committee or staff members last week, the bid on our proposed Visitor Center parking facility, which we had estimated to cost approximately \$16 million and accommodate 1,850 cars has come in at some \$20 million.

This far exceeds the funds available and it now appears that the only design alternative we have which will result in an operative Visitor Center in time for the Nation's Bicentennial will encompass a parking facility of some 250 to 300 automobiles and necessary school, charter, and shuttle bus staging areas, to cost between \$12 and \$16 million.

These figures are obviously not ideal, but we consider that in light of the increased capacity for mass transportation which the parking facility will provide, the proposed design is a reasonable alternative.

Moreover, it is estimated that if the smaller dollar amount for the parking facility proves viable there will be sufficient funds for the construction and renovation of the visitor facilities in Union Station.

I wish to emphasize that, in our view, construction of the National Visitor Center must be commenced now if the facility is to be completed for the Bicentennial. As you know, the Visitor Center has been identified by the President as a facility which is critical to a successful Bicentennial Celebration in Washington, D.C.

At this time subject to appropriate reviews, the railroad owners are prepared to proceed with the construction of the 250-plus car parking facility, including its staging areas and circulation ramp, and subsequently, when final plans are approved, with the renovation of Union Station.

If all goes well, it appears that the formal groundbreaking can take place in the first week of December before the Congress adjourns.

Let me summarize the funding of the National Visitor Center as authorized by the Congress. Public Law 90-264, passed in 1968, authorized the railroad owners to spend a total of \$16 million to construct both the Visitor Center itself and its related parking facility.

In addition, Congress appropriated some \$8.68 million this past summer to add to these funds. You will recall that was the occasion of my last appearance before this committee, Mr. Chairman.

Cost escalations, due to the delay of this project caused primarily by the bankruptcy of the Penn Central, have placed severe constraints in the amount of construction that can be undertaken.

As described, it is now intended, of this total \$24.68 million, to spend \$12 to \$16 million for the parking facility, including its staging areas and circulation ramp, and depending on this allocation, some \$8 to \$12 million on the Visitor Center. Final allocation will depend on final price estimates.

The other critical development, which occurred last week, concerns the proposed intermodal transportation terminal.

P.L. 90-264 does not make mention of an intermodal transportation terminal as part of the National Visitor Center. Nevertheless, in the course of developing plans for the Visitor Center, it was deemed to be a worthwhile addition if it could be accomplished.

To that end, the Secretary of the Interior has worked with the Secretary of Transportation and the several private transportation companies involved to develop an intermodal transportation terminal which would be both feasible and compatible with the Visitor Center complex.

I regret to say that, although until just late last week the terminal project seemed very close to a final commitment stage, we have not yet been able to put together a firm design and financial package for the transportation terminal.

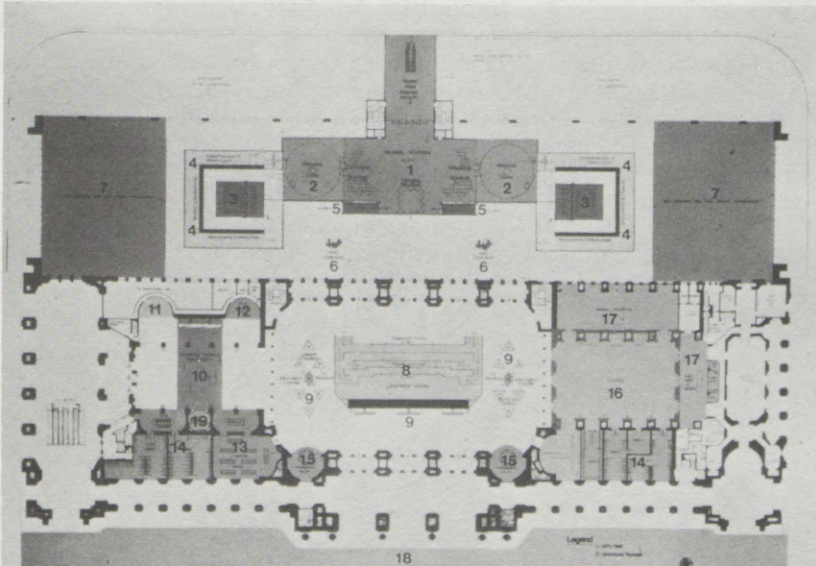
To delay commencement of the Visitor Center to allow for the present inclusion of the intermodal transportation terminal would make it impossible to complete the Visitor Center for the Bicentennial, which we view as our primary objective.

Accordingly, it would be our intent to proceed now with that which we are able to proceed with, the National Visitor Center. However, our design for the Visitor Center will not preclude the ultimate construction of an intermodal transportation terminal at such time as that project can be finalized.

The Secretary of the Interior will continue to do everything possible to make the transportation terminal a reality. To review for the committee the programmatic aspects planned for the Visitor Center, with your permission, Mr. Chairman, I would like to ask our program consultant, Mr. Barry Howard, to present a brief illustrated summary of the role of the Visitor Center and its programs of welcome, inspiration, orientation and visitor shuttle service.

Mr. HOWARD. Gentlemen, the program design for the National Visitor Center, which is symbolized by the graphic I have just placed on the screen, a graphic representing the title of the project and its symbology, which is the hand of welcome, has a basic threefold mission.

One is to welcome people to Washington; another is to inform them about the role that this city plays in our historical and our present environment, and the third is to orient people to the city, itself, so that they can make the most of their visit.

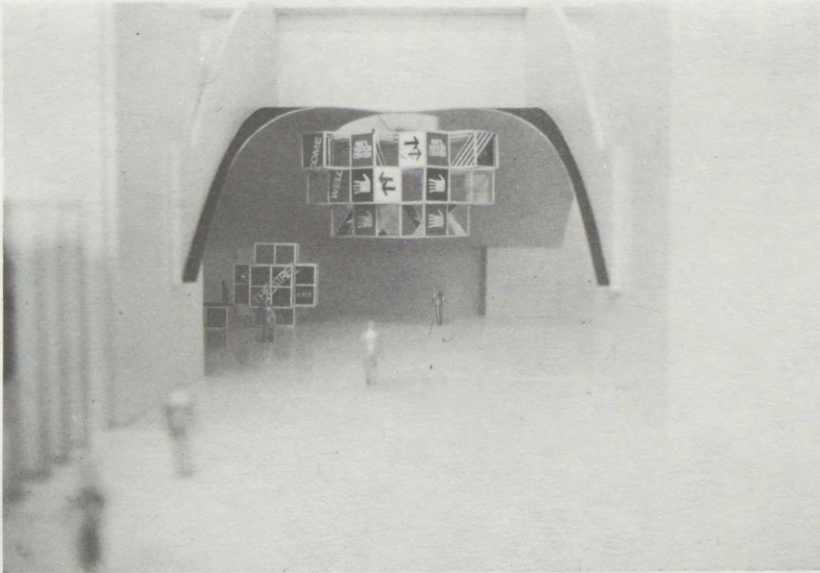


This is a plan of the program elements for the National Visitor Center which is, if you will, imposed on the current plan of Union Station. At the bottom of the slide, where the No. 18 is, is the space between Columbus Fountain and the present entrance to Union Station. You will notice in the plan that entry to the Visitor Center is now the rear side of Union Station.

Now I will transfer this plan to another screen and I will keep it on that screen so we can refer to it as we proceed through the actual program for the Visitor Center.

The visitors arriving at the Visitor Center will come across an elevated bridge or walkway from the garage and parking facility at the rear of the building. They will come across a span of approximately 80 or 90 feet at a height of 12 feet above the current floor level of Union Station.

Their arrival into the Visitor Center is signaled by a graphic experience right in the center of that blue area in the plan which we will call the welcome deck.



Mr. HOWARD. The welcoming experience consists of at first an opportunity to be greeted by a live host or hostess and to be directed as to what the Visitor Center is about and where to go next.

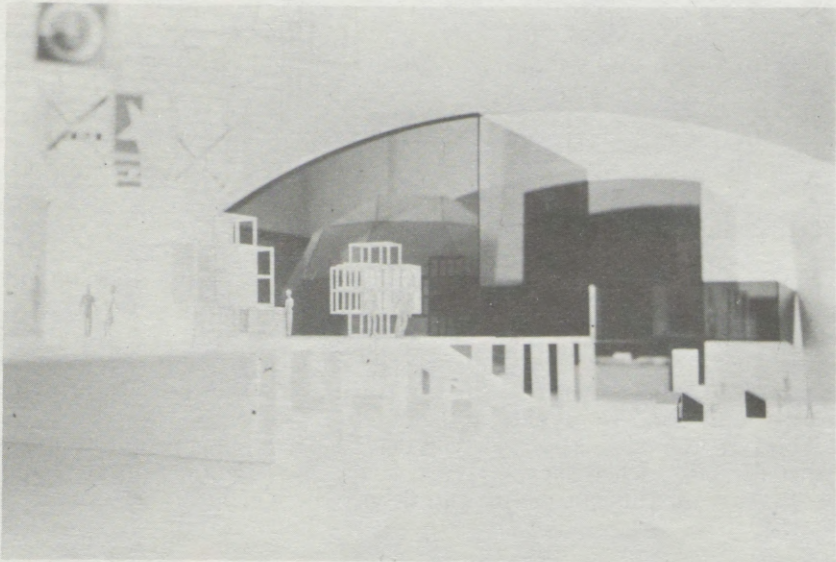
We plan to accommodate up to 5,000 visitors an hour. As a consequence, you will notice that in the initial experience there are two No. 2 events, two No. 3 events, and two No. 4 events.

The purpose of this is a mirror design permitting people to go in either direction when they arrive at the Visitor Center so that no one has to wait for the various presentations which ensue.



Mr. HOWARD. The graphic, as I described, symbolizes welcomes to Washington. There are messages from the President, messages from the Mayor of the city; there are the words welcome in a variety of languages and the normal graphics which one would anticipate to invite people to one's home.

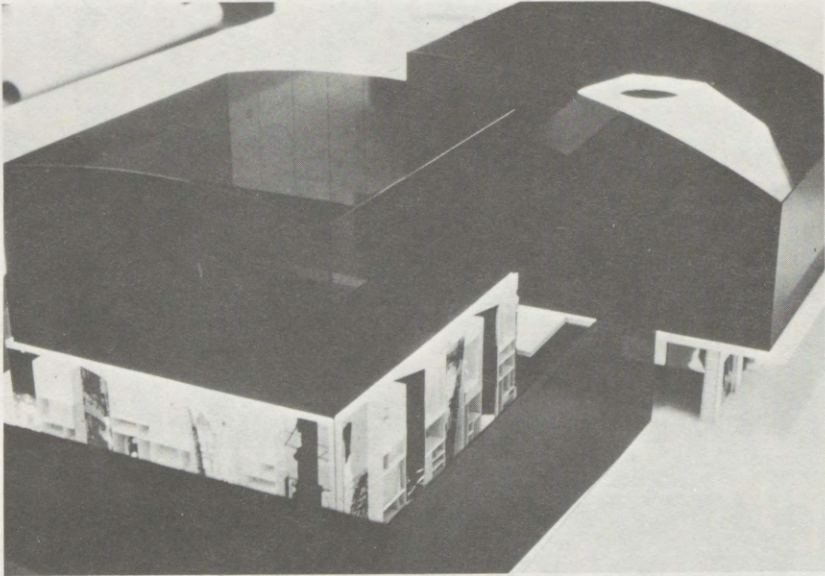
This is the way we consider the National Visitor Center, as the foyer of Washington.



Mr. HOWARD. In this model of the welcome deck, if you will, which is raised above the floor, they will see these various graphic sculptures, and you will notice that there are several bronze-glass boxes.

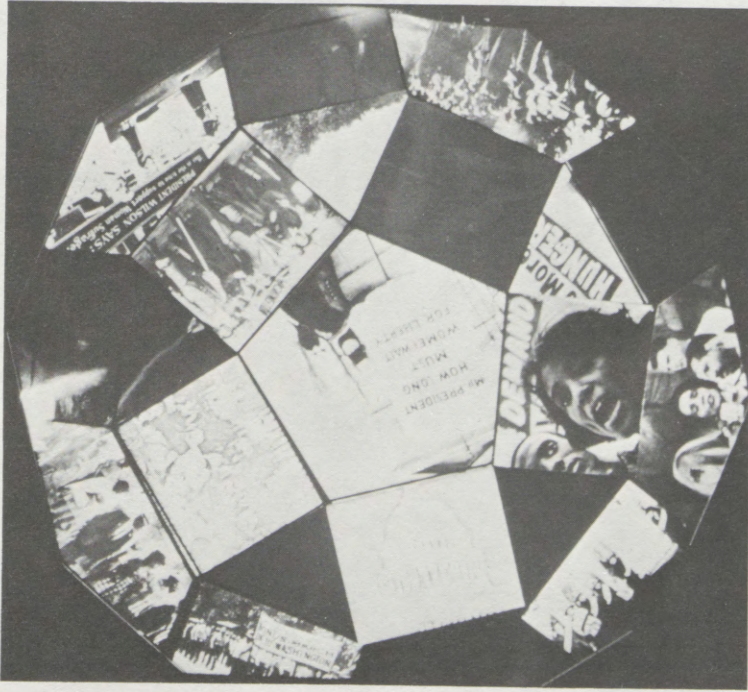
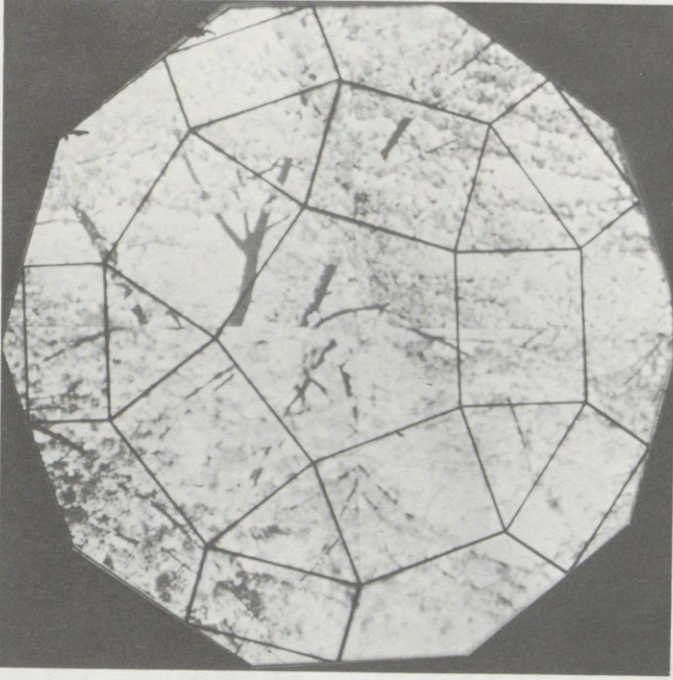
Within those forms the presentation of Washington to the visitor takes place. We have chosen to house them in a transparent environment so that the integrity of the building will be maintained.

It is quite an extraordinary building.



Mr. HOWARD. You will notice in the first of these glass structures, which are trimmed to fit the vaulted roof of the arcade, that there is a dome shape in that first box in the upper right-hand section of the slide.

That is the first of our presentations to the visitor and it is actually a projection dome under which the visitor walks and looks up into a 40-foot diameter dome.

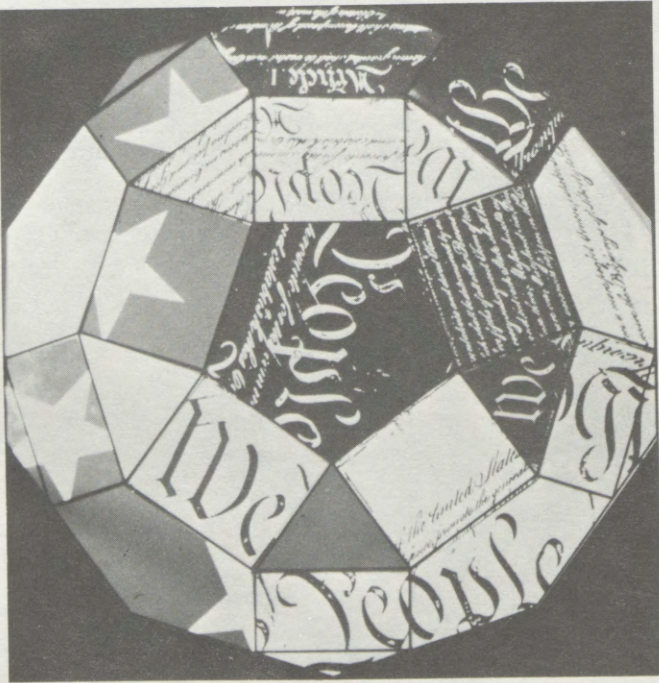
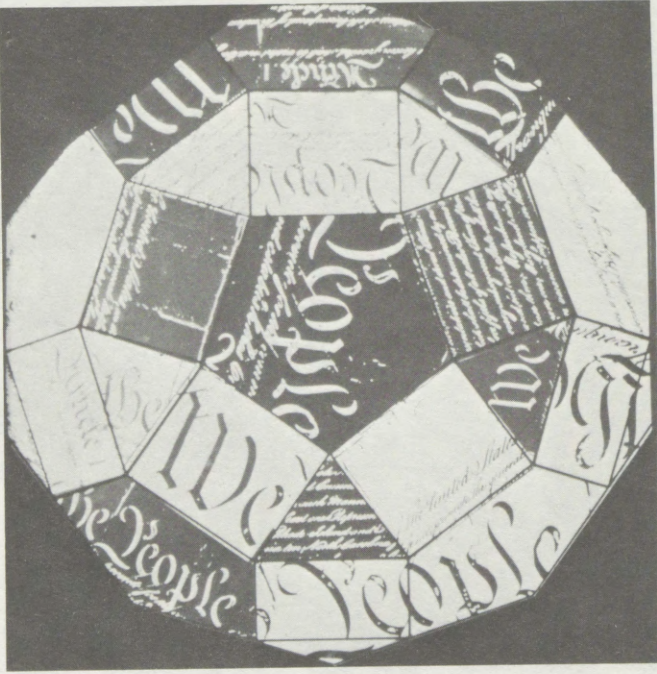


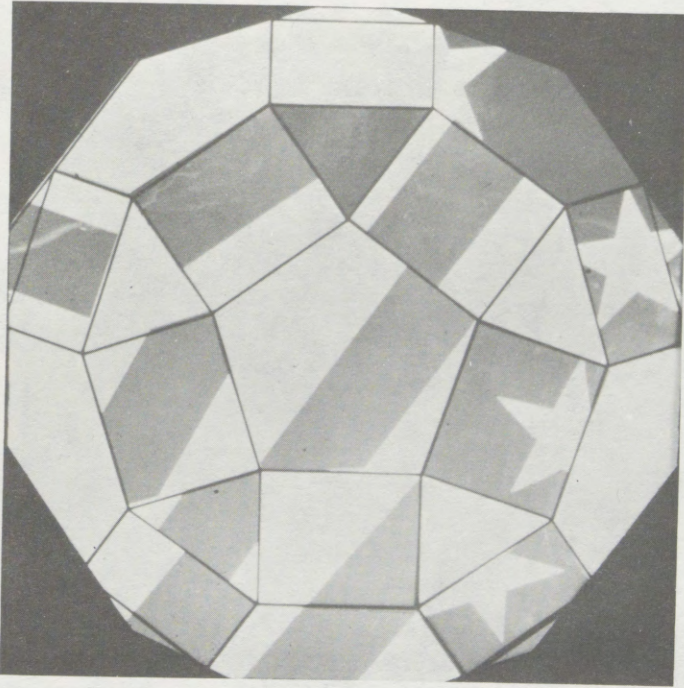
Mr. HOWARD. As he does so, the lights dim down and a narrator's voice speaks of Washington as being the place where nature and man blossomed forth and the images of cherry blossoms change into

various ways in which the city has grown in history with various Americans.







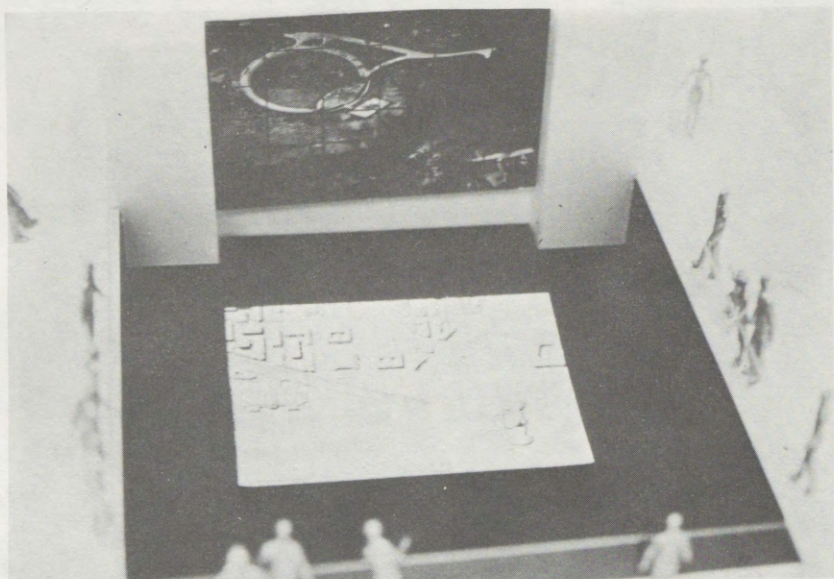


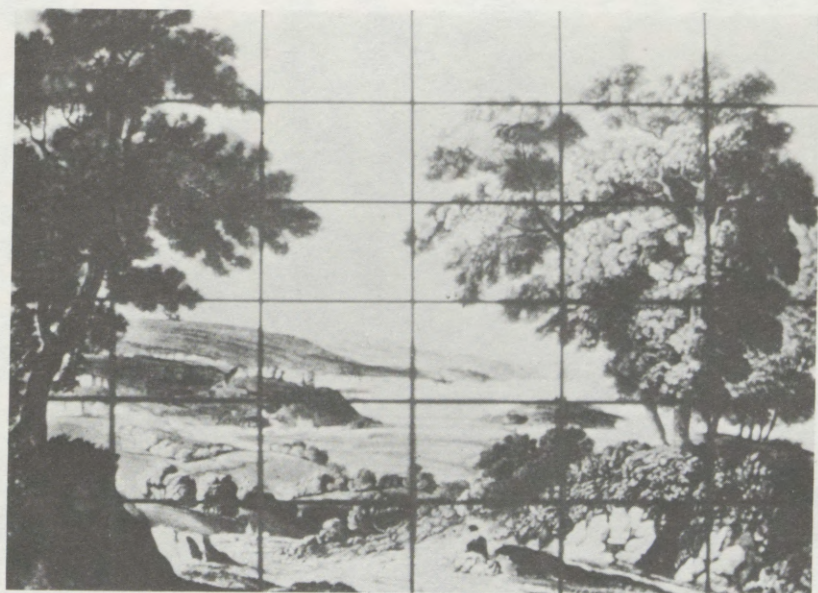
Mr. HOWARD. Mr. Lincoln's head is shown 40 feet above your head, beginning to dissolve into smaller components and many Presidents appear, and there are excerpts from speeches which they have made, which are part of our heritage.

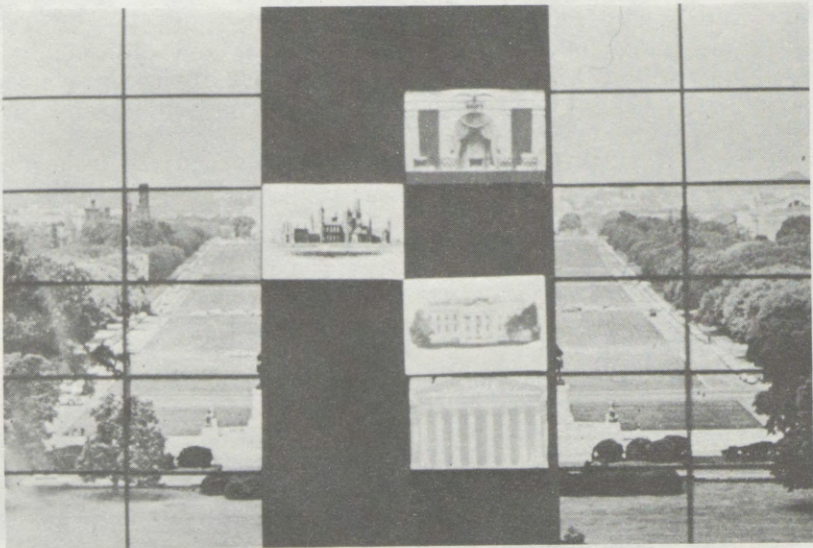
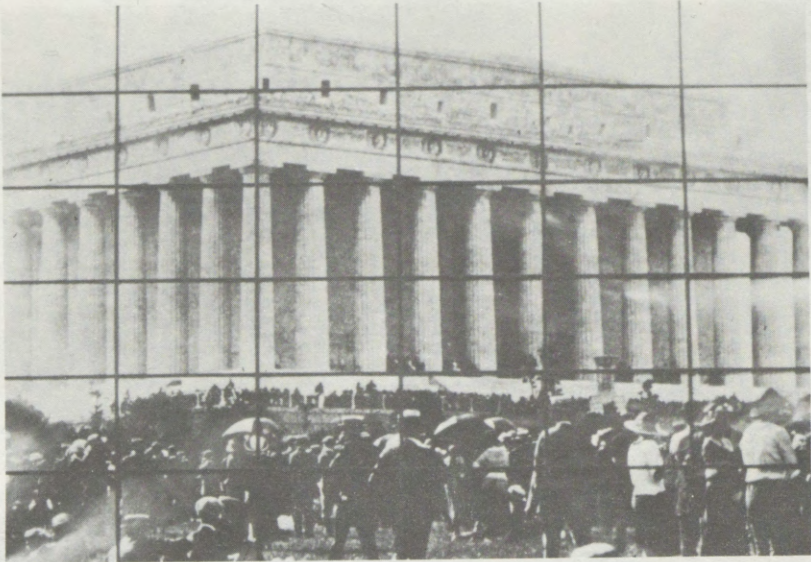
The screen images are then replaced one at a time by words and the narrator says that Washington is also the custodian of words on which our concept is based.

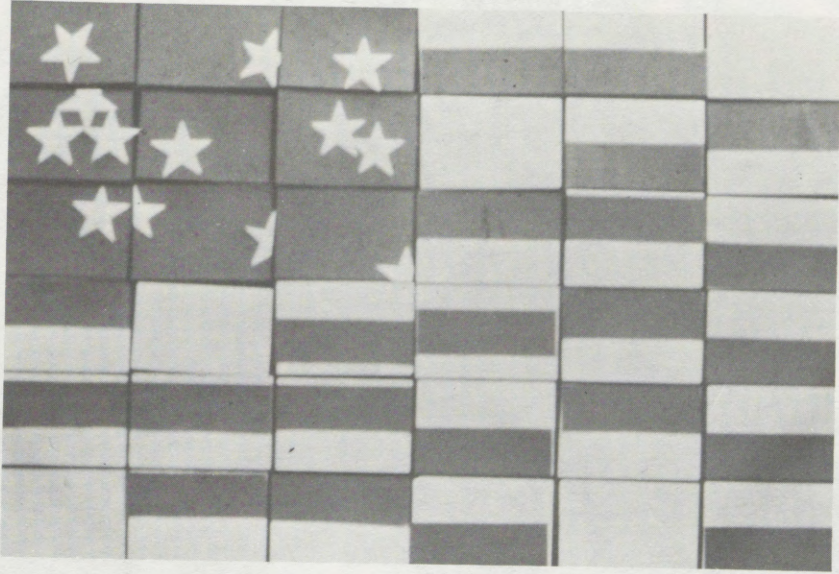
As the screen fills with words they, too, one at a time, disappear and are replaced by a graphic image which signals the end of the 2-minute presentation as the dome is filled with a flag graphic.

The lights come up and the visitor is invited to move to the next part of our presentation.







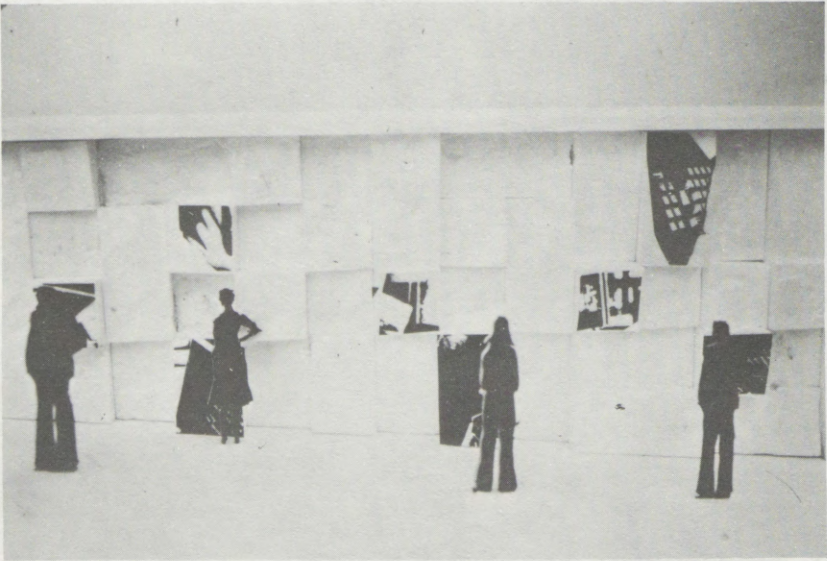
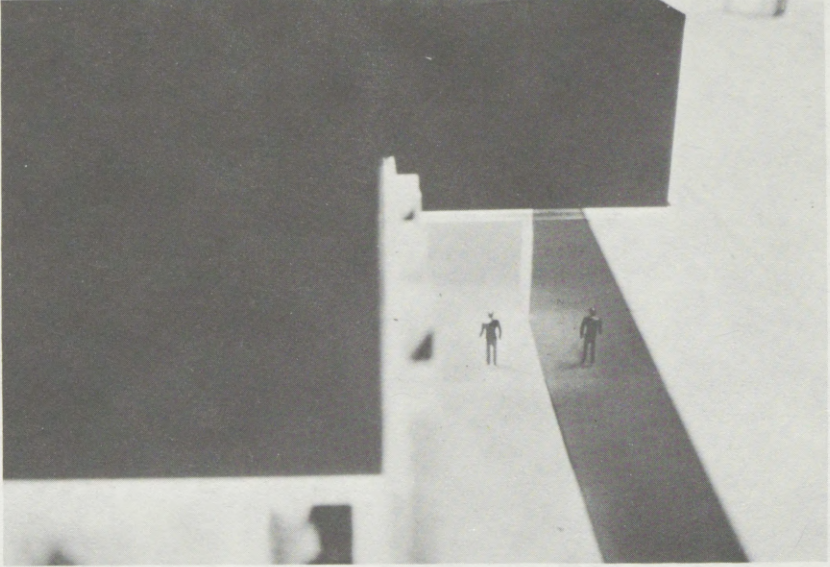


Mr. HOWARD. We now find the visitor standing around the well in that white square around area No. 3. Having initially given the visitor a feeling for the history and concept and philosophy of Washington, we now want to explain the history of the physical site itself: How L'Enfant first designed the plan of Washington and what has happened to it since.

So we have three different plans of Washington: The one that L'Enfant designed, the one updated in the 1800's, and the current one for the Mall.

In the background, behind the well area, there are some 35 rear projection screens, across which a very fast-paced show takes place, of the first Congress, or the first congressional choice being made of the site for the Nation's Capital, and having been established as that area along the Potomac which General Washington had surveyed and knew so well. Then as these slides appear and disappear we trace the history of the construction of the buildings in Washington, its burning and reconstruction, famous structures going up, the Mall as it was in the early years, the Mall developing, and finally coming to a point across the years when Washington has evolved into a fantastic center for not only Federal structures but business, hotels, amusements, recreation, and so forth.

The screen begins to fill with these images, finally ending as the first show did in an abstract flag which signals the end of this part of the presentation.

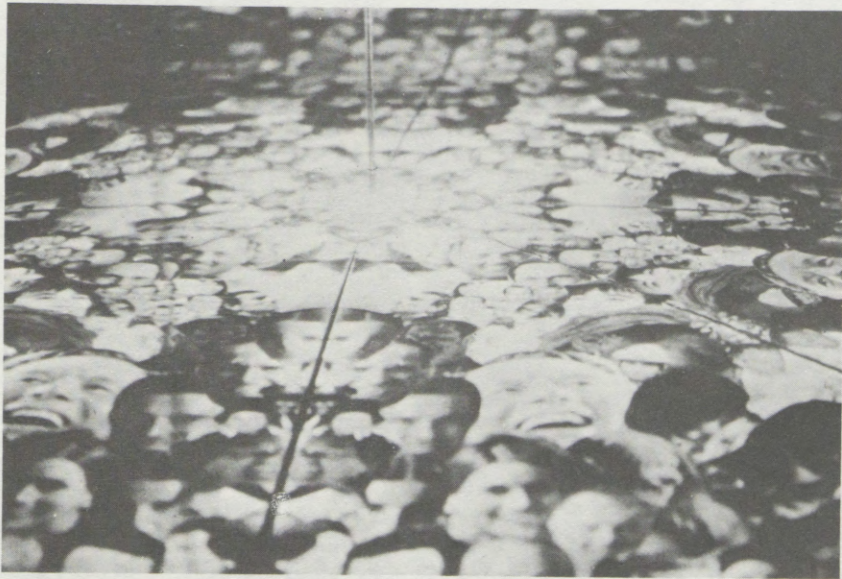


The visitor now leaves the walkway around walkway 3 and begins to go down the ramp to the main level. There are three interior walls along the rampway marked No. 4. In each of these, as you can see, the visitor is coming down, each of these 50-foot long walls is devoted to another aspect of what the visitor may see in Washington.

The first is a sculpture of the imagery of the monuments and memorials of Washington and in this context there are one or two text panels which say that Washington houses the monuments and memorials in memory of our Nation's great.

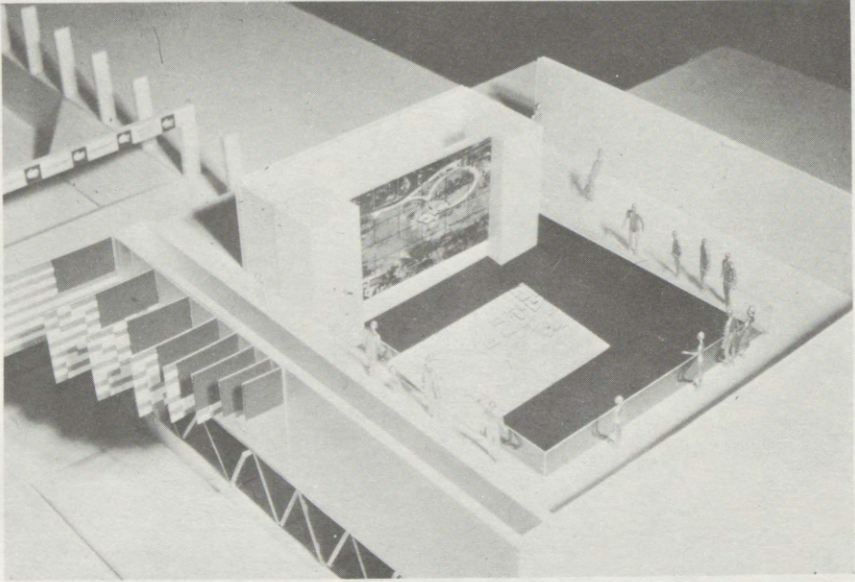


Mr. HOWARD. As contrast, the second wall, which is 4 feet further down the descending ramp, is devoted to representations of the documents and objects which are housed in Washington, those in the Treasury, the National Gallery, and so forth, so that the visitor gets an idea that there are the very valuable objects and documents which he can see in the city.



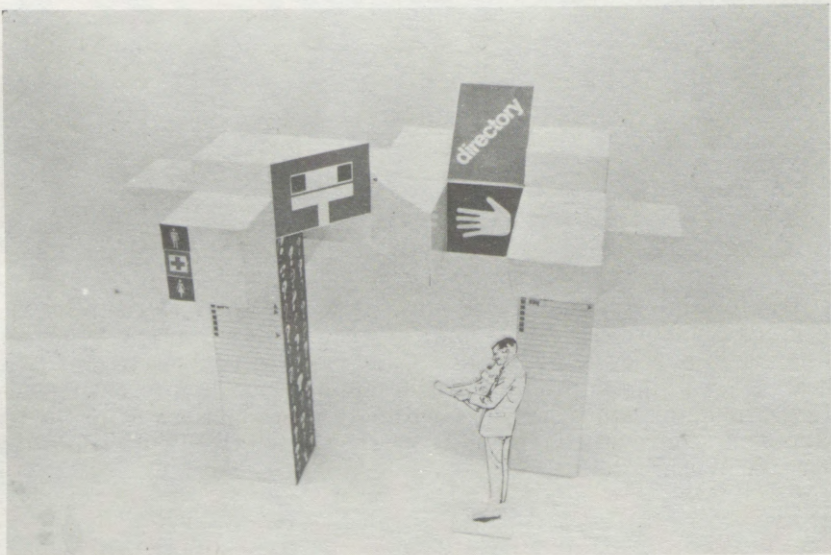
Mr. HOWARD. The last rampway consists of a series of kaleidoscopic projected images of many people in Washington, the President, Senators, executives, taxicab drivers, maitre d'hôtels, all reaching out a

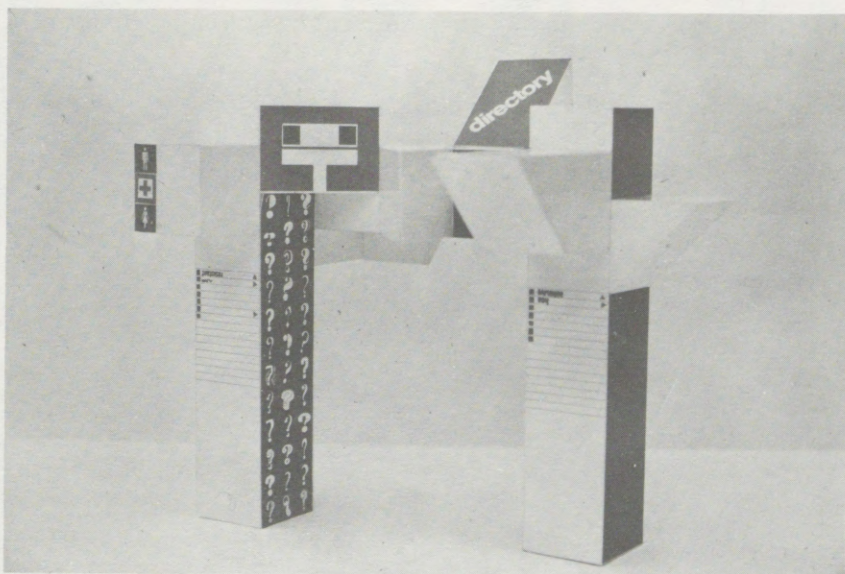
hand of welcome and hoping that the visitor will enjoy his stay in the city.



Mr. HOWARD. As you can see in this model of that rampway, once again overhead in that last series of kaleidoscopes, there is a flag drop which evolves so that again the last of our three welcome presentations resolves itself in a representation of the American flag.

Again our purpose here is to give people a feeling in their throats and in their hearts that Washington philosophically and physically is the center of our Nation.





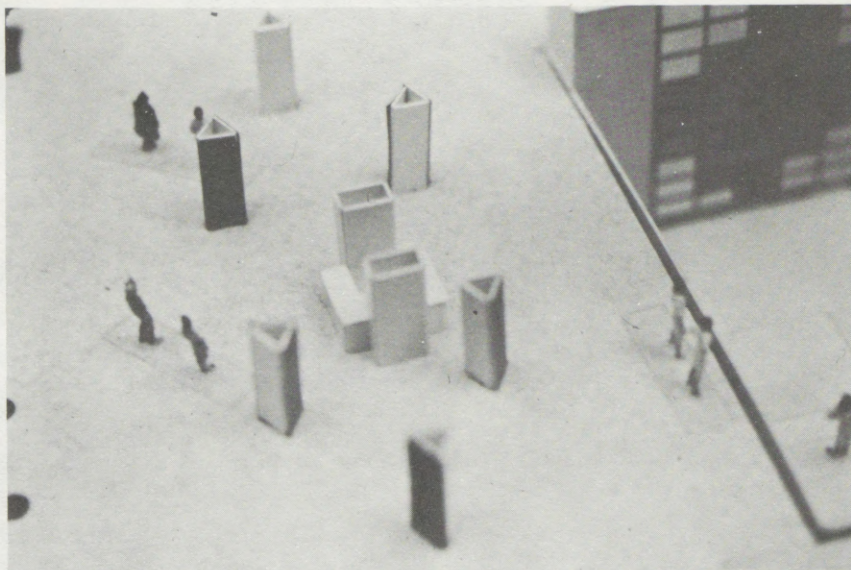
Mr. HOWARD. Having arrived now below area No. 2 on the plan, the deck is now above the visitor and the visitor has an option. They can either walk one level further down and can avail themselves of twin theaters for a film approximately 20 minutes long in alternating theaters, which, in essence, has the same qualities which the Visitor Center attempts to convey through exhibitry, that is, to talk about people and places in Washington.

For most visitors who have the time, they can stop and see the film, and if not, pass this activity and proceed directly to the main area, where the major visitor activities take place.

The sign on that slightly out-of-focus bar above would suggest they can do either of these two things. If they choose to come into the main waiting room on the plan, there are two areas marked No. 6.

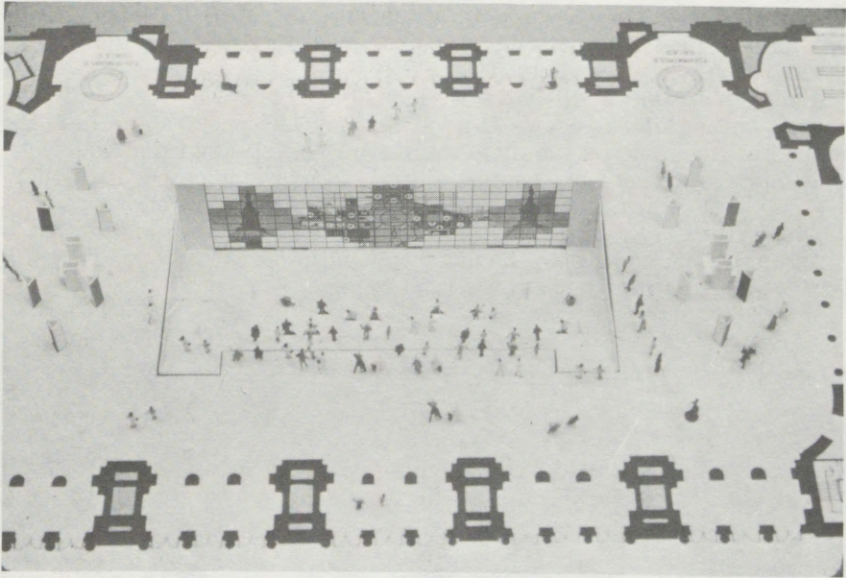
First, let me point out that at either end of the entrance area there are two restaurant facilities, marked No. 7. One is intended to be a sit-down restaurant and the other to be more of a snack bar facility.

In any event, coming to the main waiting room, area No. 6, is a general orientation for the visitor to the Center.



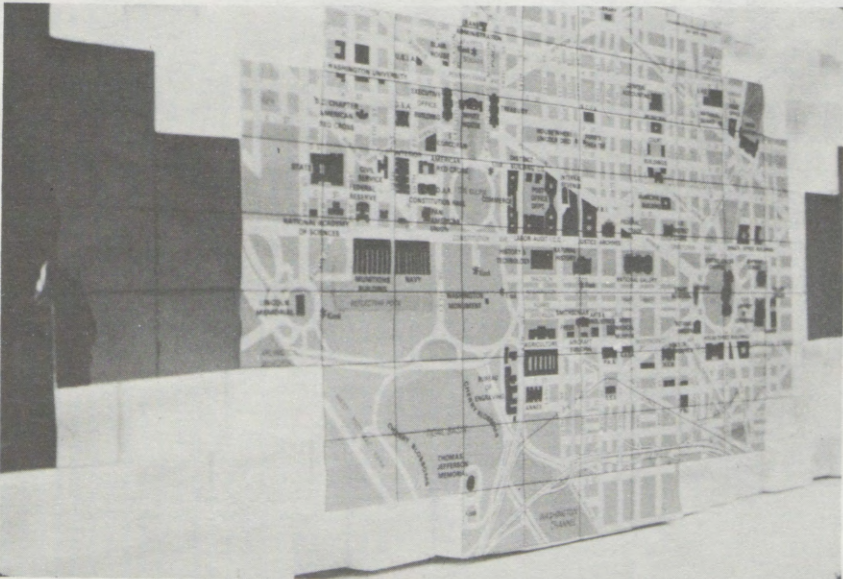
Mr. HOWARD. Here we have an opportunity for him to evaluate all the potential activities in the Center, to be directed to where they are in the Visitor Center. In addition, there are a series of television monitors hooked to the orientation device which is part of a closed circuit network throughout the Visitor Center.

On these screens throughout the day we will bring to the visitor on a CRT, or readout basis, events of the day in Washington and they will be accompanied by a televised visual of a parade or anything else that might be of interest to the visitor, as well as current waiting times at the White House and current waiting times at other major visitor facilities in town.



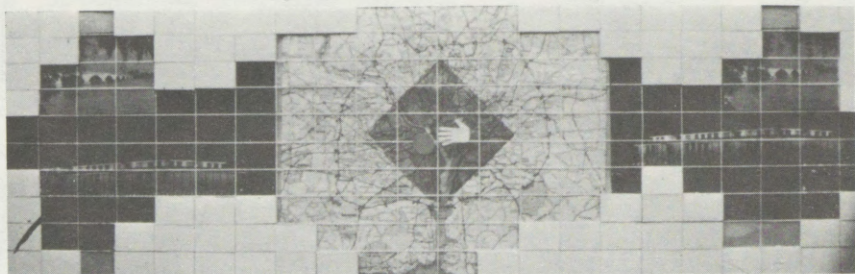
Mr. HOWARD. By far the most impressive aspect of the National Visitor Center is that which is directed to the mission of orienting people to Washington. By studying, we know that the average family spends about 1 day in town and to see what is to be seen in 1 day is a difficult thing in Washington, particularly.

We have created, therefore, a rather enormous projection show in which people can learn how Washington is laid out, how to get around town, and what to see and when to see it.



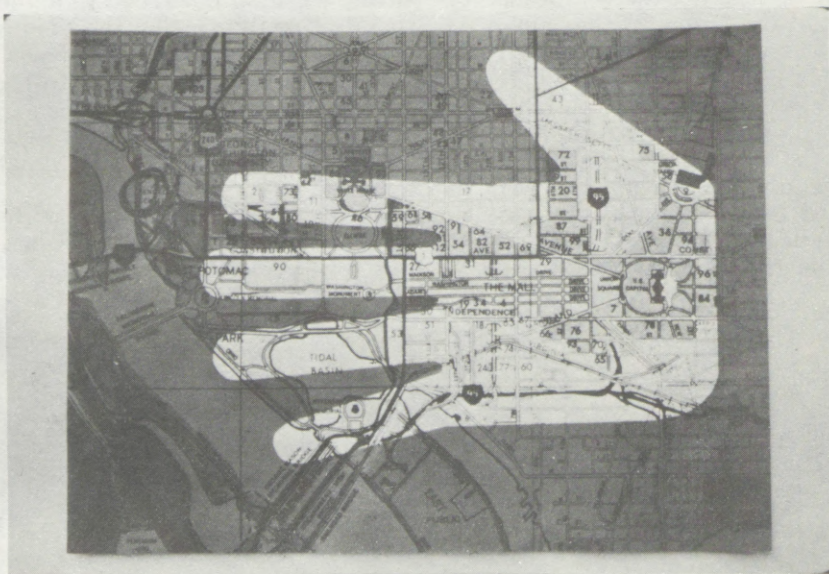
Mr. HOWARD. The rear wall in the picture marked No. 8 and No. 9 on the plan is given over to a 144 screen presentation across a series of sculptural surfaces, used almost like a visual organ.

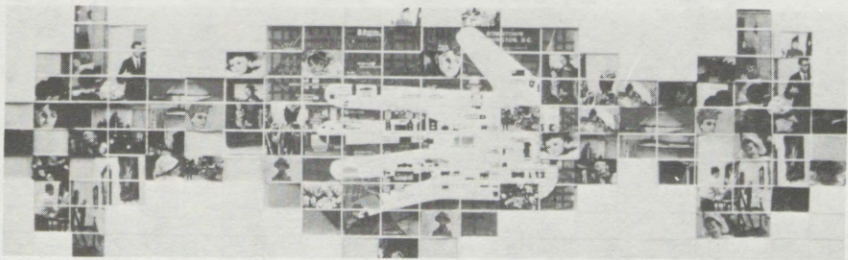
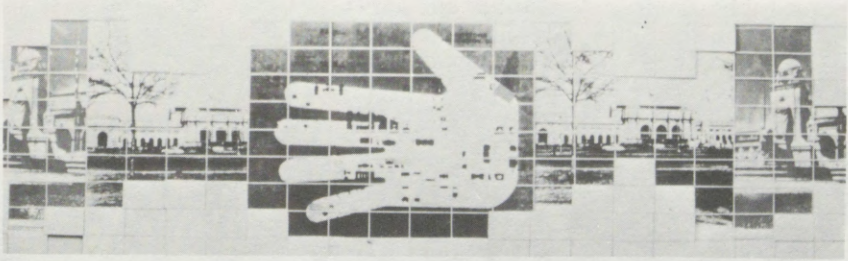
It virtually can be played like a visual organ.



Mr. HOWARD. It would be our intent to use this screen to create a travel plan of Washington and the visual images for people to identify. For those map oriented, we have a plan; for those landmark oriented, we echo that on the screen.

You will find that the hand, which is the welcome symbol for the Visitor Center, is employed for much more practical purposes in this presentation.

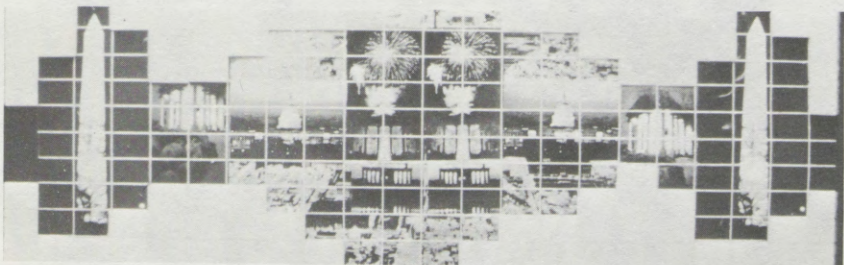




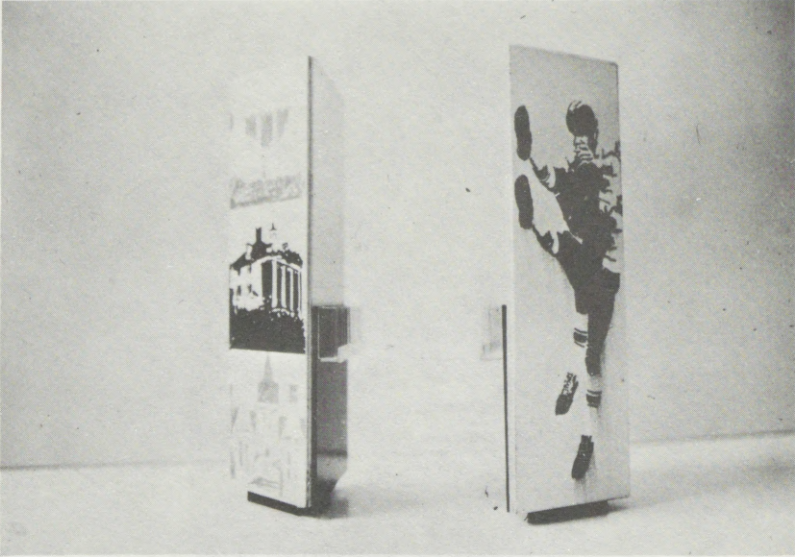
Mr. HOWARD. Here, as you can see, the hand becomes the frame of reference that the visitor has for visiting Washington. We have found that if you look at the palm of your hand you will find that the Visitor Center falls at the base of your thumb, the Capitol the palm of your hand, the two middle fingers trace the Mall, the ring finger to the White House, and the little finger the Jefferson Memorial.

As we walk through downtown Washington, we can recall with visuals what one can see in those places and you become conscious of your hand versus the hand of the downtown area.

I have tried it and others have tried it. You can walk around the Mall and if you want to you can look at your hand and know where you are. You never lose that.



Mr. HOWARD. This orientation program goes for about 5 minutes. I am just going through a series of very rough slides illustrative of what would happen in the orientation program. Of course, we could show Washington at night, and play across all the scenes of excitement of the city on the Fourth of July and other holidays.



Mr. HOWARD. Finally, the narration will tell the visitor that on either side of the orientation program there are 12 information kiosks and at each one they can obtain information about special interests they may have, churches in Washington, Government facilities and buildings, historic neighborhoods, and sports.



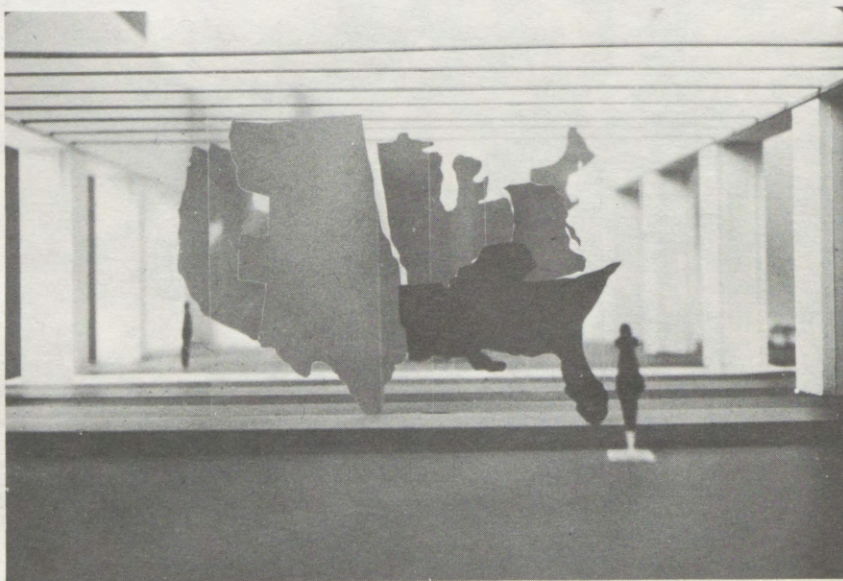
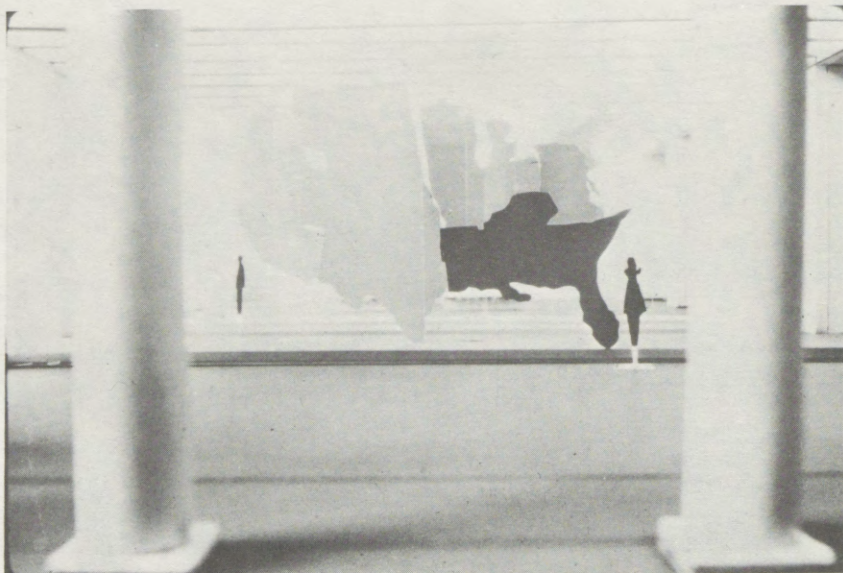
Mr. HOWARD. These kiosks might look something like this in which there would be a graphic and an opportunity to purchase or have a brochure which would be devoted to that particular area of the visitor's interest.

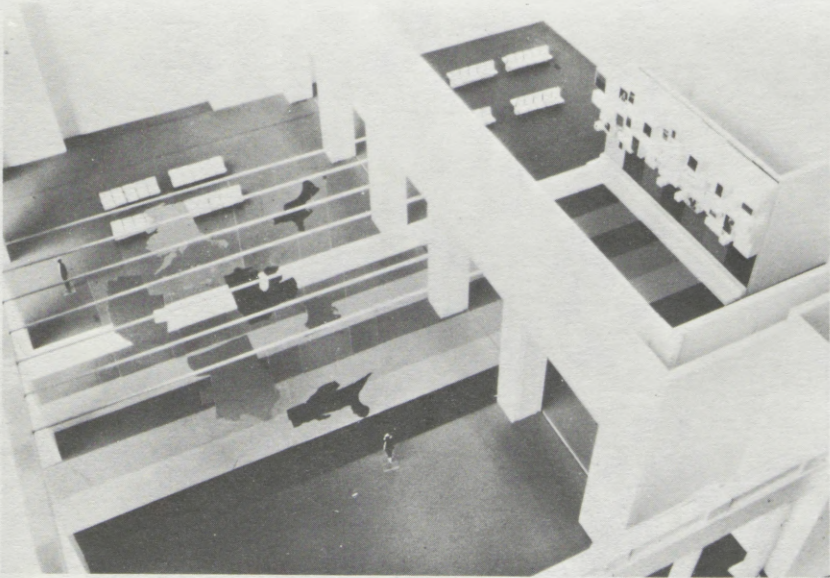
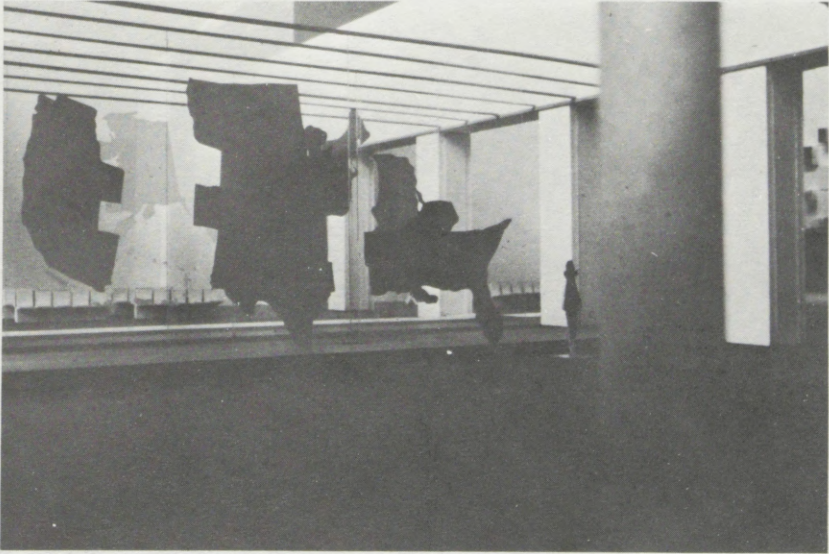
A Guide
to the
Major
Attractions



**National
Visitor
Center**

Mr. HOWARD. In addition, there would be booklets which would be available to the visitor, guides to the major attractions in Washington and patterned after the major transportation system.

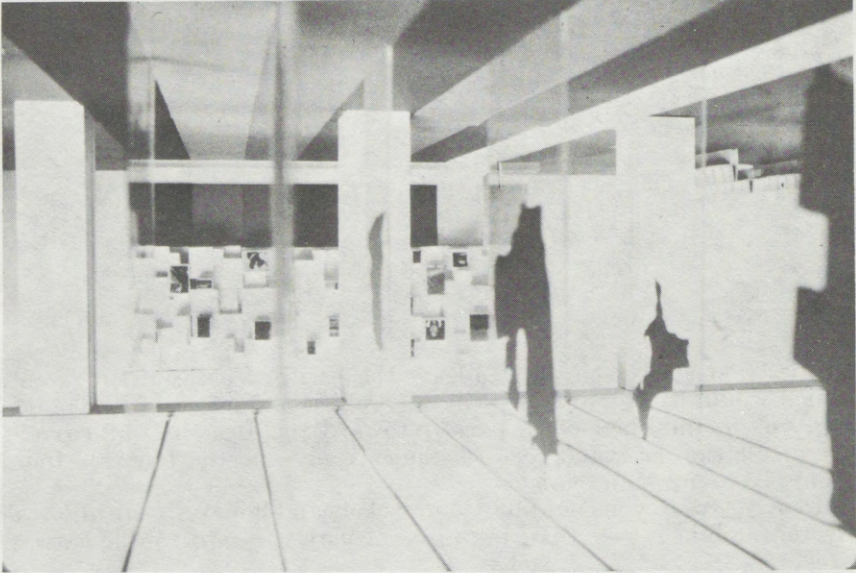




Mr. HOWARD. While this is the main function in the main current waiting room of the station, we have many other programs at the Center which are worth talking about. The west wing of the building is devoted essentially to a program which is intended to excite and inspire travel through America.

We call it the Travel America Hall of States. Looking through the present columns into that wing of the building, it would appear as

though the Travel America regions are one large map suspended in space, but, in fact, they are a series of individual graphics, screens on one glass panel behind the other, which, as you can see in the model, permits the visitor to walk into and through this representation of the Travel America area and up to a counter at the far end of the space to a series of light boxes which will be attended and which can advise people of programs going on in all the areas of America that would be of interest to them.



Mr. HOWARD. Here is another shot of the model showing how you can walk between the sections of that map. Also in this area, particularly for foreign visitors who might be interested in traveling through other parts of our country we have an International Visitor Information Service, marked No. 12 on the plan.

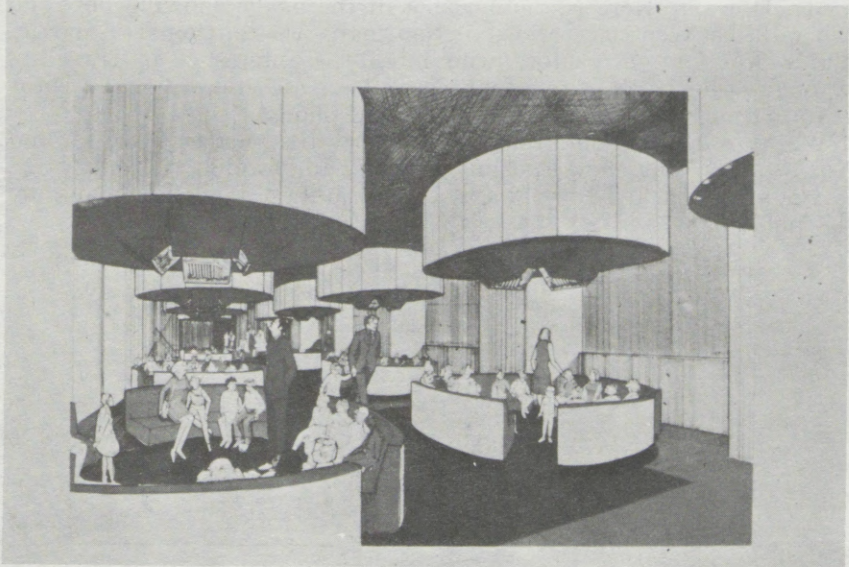
We have a bicentennial activities board area, marked No. 11, and No. 19 is the Currency Exchange facility for foreign visitors.

The areas marked Nos. 13 and 14 are sanitary facilities for use by the public.



Mr. HOWARD. If you were to leave the Visitor Center at this point, which would be signaled by typical graphics leading out of the building, you would then find yourself toward the front of the current Union Station area and between the entrance and the fountain there would be four mobile vehicles.

In area No. 15 you could buy your tickets and hopefully see all areas by tourmobile rather than taking a private car into the downtown area.



On the other side of the space we have provided a commercial facility and lounge where people can obtain information about private tours, conceivably a Ticketron facility for shows, theaters, and so forth.

One other very important part of the facility, so far as we are concerned, is our ability to deal with school groups and especially invited people from various areas of the country who might want to use the National Visitor Center as a focal and gathering point for their trip to the Nation's Capital.

Area No. 17 at the top represents our plan facility for school groups and the other facility No. 17 for especially invited groups from various States who might want to meet with their Congressman, Representative, or Senator in this particular area before seeing Washington.



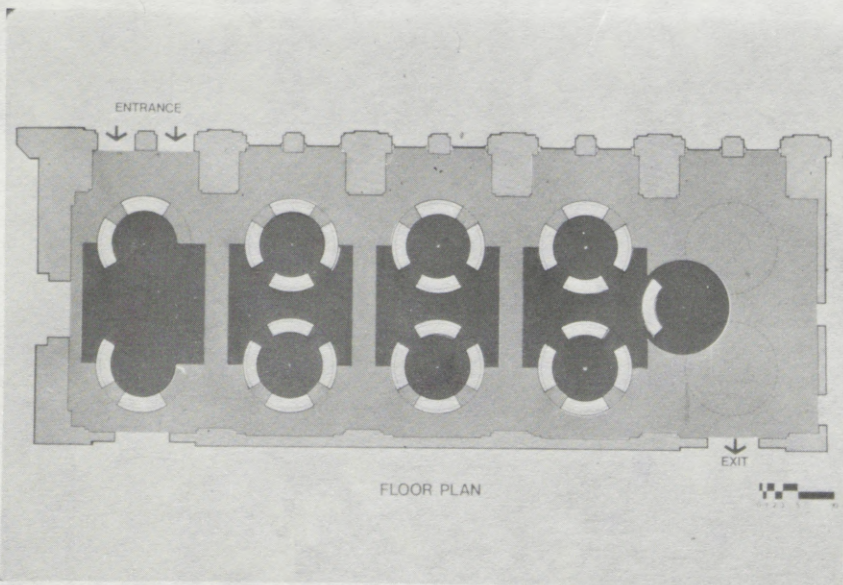
Mr. HOWARD. A very simple plan of the school visitor area is represented in this slide in a series of very comfortable viewing pods or environments represented by the four white captions.

The plan, of course, represents a carpet color change. As the students come in through the entrance they can deploy themselves in a comfortable environment where through closed circuit television they can have live discussions with their Senators, Representatives, and their staffs.

We can also plug in any number of preplanned tapes which relate to this particular school group visit to the city. We also have an opportunity for a live lecturer or person to speak to the children in this environment.

What we have tried to design is something not a schoolroom environment, but to get across the same idea and make these children comfortable.

They can, of course, also be walking the full National Visitor Center if the teacher and host so desire.



Mr. HOWARD. The Presidential room, which is traditionally what this space No. 17 has been called in Union Station, is given over to a very comfortably arranged series of couches and seating for people who might come in a group to meet their Congressmen and Senators.

This is a series of couches which are mobile. They can be arranged for a cocktail party or a lecture. It is very flexible. It includes a presentation of the Presidents to echo the idea of a Presidential room.

That, I think, in essence is the program for the National Visitor Center as we see it today.

Senator CLARK. Thank you very much.

Mr. WHEELER. Thank you, Mr. Howard.

Mr. Chairman, that concludes our prepared presentation. Let me state further that we appreciate this opportunity to share with you some of our plans for the Visitor Center and would be pleased to answer whatever additional questions you might have about this program.

Senator CLARK. As you know, we haven't had an opportunity to see your testimony in advance. We are trying to determine exactly what the changes that you suggest might mean. By way of summarizing when the original act was passed in 1968, the estimated total cost of the project was \$16 million, \$5 million to convert the station into the Center and \$11 million to build a 4,000-space parking garage over the railroad tracks out back.

This \$16 million was to be raised privately, guaranteed by a 25-year lease agreement with the Federal Government. Then this last spring, as you indicated in your testimony, the Congress adopted legislation that modified the 1968 law and authorized a direct Federal payment of \$8.7 million toward the work on this facility, ramps, exhibits, demolition, and replacement of the wall, mechanical heating and so forth.

Your testimony today tells us that you are proposing 250 to 800 automobile spaces as well as the necessary school, charter, shuttle bus staging areas at a cost of between \$12 million and \$16 million. Is that correct?

Mr. WHEELER. That is correct, yes.

Senator CLARK. I have a couple of questions. Is it correct to say that you now propose to proceed with the National Visitor Center without any new accompanying transportation facility at all, other than the one that is existing?

Mr. WHEELER. Yes, I think that is correct to say at this time. As I have indicated in my statement, we have tried, and I think all who are present in the room will agree with me, to develop what we have described as the intermodal concept, involving not only the Metroliner and Amtrak facilities which would be at the station in any event, but the Chessie System, the Washington Subway System and the intra-city buses.

The added element was to be the intercity buses, represented primarily by Greyhound and Trailways. Unfortunately, because of the number of agencies, public and private, involved, and the requirements for considerable additions to the capital expenditure, we have not at this point been able to arrive at an agreement satisfactory to all parties which would allow us to move forward with the intermodal concept.

We have had to make a very difficult decision and that is to tell you that we are prepared to proceed with the Visitor Center and the associated parking and public transportation facility at this time in order that the project might be completed in time for the Bicentennial.

Our judgment is that if we delay further in hopes of accommodating these various interests for the intermodal concept we will not be able to complete the project in time for the Bicentennial.

Senator CLARK. I think the question that arises is whether we can justify a Visitor Center without any visitor access other than the Amtrak or the intercity system or the Metro system.

There is a real question of who will come there if we don't have parking spaces for them and if we don't have bus transportation. We do have rail transportation. Before pursuing that, let me ask if there has been any investigation involving the three air terminals in the area.

Mr. WHEELER. Mr. Fish tells me we don't have specific plans for such an arrangement. Obviously, with the Tourmobile facility the

Congress has provided, and the existing public transportation, including the subway with direct access to National Airport, we don't see any difficulty in providing that kind of access.

Senator CLARK. How would you provide that access?

Mr. WHEELER. We will have a subway link to National Airport. There is one proposed for Dulles that is now in the planning stage.

In addition, there would be facilities for the Metrobus and private taxis as well as charter groups that might be met at the airport and brought to the Visitor Center.

Senator CLARK. One of the central questions in my mind resolves around the question of parking. We started this facility in 1968, as I understand it, with a proposal for 4,000 spaces. How did they arrive at that figure? Why did that seem to be a practical figure at that time?

Mr. WHEELER. I think it was a figure that sponsors in the House primarily felt could be achieved with available amounts of private capital.

At the outset, it was anticipated that this project would be built entirely with private capital. Over the last 6 years we have seen the buying power of those dollars diminish. I will remind you that the contract that we entered into with the railroads, and the legislation itself, provided that the railroads would build up to 4,000 spaces or so much as the dollar would allow.

Regrettably, the dollar now allows this minimal amount. We think it important to recognize that, in any event, we should not be in the position of encouraging additional private automobile transportation in the city.

Since the enactment of that legislation in 1968 we have had the intercession of two laws which have a very direct impact on plans to build a massive public parking facility.

These are, of course, the National Environmental Policy Act, which would require an assessment of the environmental impact of the parking facility, and the Clean Air legislation of 1970. We have informal advice from the Environmental Protection Agency that to build anything more than the number of spaces we are now talking about would cause them grave concern as being inconsistent with the District's Clean Air program.

Senator CLARK. You are saying you think you would have difficulty with EPA if you were to build more than 250 parking spaces?

Mr. WHEELER. We would have difficulty with the Clean Air standards contemplated by the District, pursuant to the Clean Air Act of 1970. We have received such advice from the Environmental Protection Agency.

Senator CLARK. What do your statistics show in terms of how people come to Washington presently? Do they come by car, bus or train? How do the percentages break down?

Mr. WHEELER. The largest percentage now visits the city by car. It looks to be about 70 percent, with 17 percent by air, 8 percent by bus, and 5 percent by rail.

Senator CLARK. Five percent come by rail. Would those figures remain stable by 1976?

Mr. WHEELER. Yes, sir, but we anticipate an increase in rail travel through that terminal by reason of Metroliner and improved facilities of Amtrak.

Senator CLARK. Have you figures on whether that 5 percent might increase?

Mr. WHEELER. I would like to ask Amtrak to address that, if I may.

Senator CLARK. At any rate, roughly 95 percent, using existing figures, will have to be transported to that facility by public transportation if we don't have parking for them, if they come at all.

Mr. WHEELER. That is correct. I think I ought to emphasize at this point that we do not preclude the possibility of large amounts of automobile visitation, but that we intend to accommodate visitors using automobiles, as we have from the outset, by the use of fringe parking areas. In fact, the Council of Governments in the regional area has indicated that there are 20 possibilities for fringe parking areas.

The Metro construction in the Washington area anticipates that there will be parking facilities at outlying Metro stations. There is now in use, I should add, a shuttle between RFK Stadium, which has an immense capacity underutilized during the week, and the Capitol.

Senator CLARK. Why wouldn't that get you into the same problem with EPA if you brought them down 16 more blocks?

Mr. WHEELER. Because we are not further encouraging the use of private automobiles on the Mall and in congested downtown areas. Everything the Park Service is doing in this city today has as its object a movement away from the use of private automobiles.

We are trying to restrict the parking on major thoroughfares and we are now discussing the question of restricting parking on the Mall. It is a question of economic use of the energy resource and a question of congestion within the city.

It doesn't seem to us in this era that we ought to be in the position of asking the taxpayers to build a number of spaces which, in any event, will not satisfy the total demand for parking at the Visitor Center.

Senator CLARK. What will that total demand be?

Mr. WHEELER. Mr. Gross will respond to that question.

Mr. GROSS. There are 20 million visitors now coming to the city and the projection for the Bicentennial is an increase to 34 million visitors or more. Conservatively, taking your 70 percent visitation by automobile, and subtracting the foreign visitation, estimated at 1 million visitors, and school groups that come primarily by bus, you would come to the projected figure.

Senator CLARK. What would that mean as to how many cars a day would visit Washington?

Mr. GROSS. There, again, you would have to do a further computation because it would depend on the number of individuals in each automobile coming into the city, be it one, two, three, or four persons to a car.

Senator Clark. You don't have any projected figures on what would be needed in Washington, on an average day, to handle the incoming traffic?

Mr. WHEELER. We think we probably have a study that we can make available to you prepared by the Council of Governments, Mr. Chairman.

[The following information was subsequently supplied:]

A copy of the Bicentennial Transportation Study for the National Capital Area, prepared by the Metropolitan Washington Council of Governments and Wilbur Smith and Associates, is furnished herewith.

The Summary of Conclusions addresses the question of the Chairman on projected requirements for parking facilities to meet the needs of visitors to Washington. This study, which is not yet completely finalized, is the most recent data available on this subject. The recommended solution contained in this study may also be of interest to the Committee.

[The summary of conclusions follow, the entire study has been retained in the committee's files.]

SUMMARY OF CONCLUSIONS AND RECOMMENDATIONS

Based upon a comprehensive review of past visitor projections and current information, it has been estimated that approximately 35 million people will come to the Nation's Capital during the 200th anniversary year. Some 25 million of these visitors will be tourists, including some six million residents within the greater Washington metropolitan area. The remaining ten million people will come to Washington for business, conventions and other non-recreational purposes. It has been projected that approximately 8,800,000 people will be attracted specifically by the Bicentennial celebration, of which 3,300,000 visitors will be residents of the metropolitan area.

The majority of visitors, approximately 70 per cent, will arrive by automobile. It has been estimated that another 17 percent will arrive by air, 8 percent by commercial and charter bus and 5 percent by rail. There probably will not be sufficient hotel and motel space to meet the demands of the Bicentennial visitor during the peak summer months. It has been projected that tourists will seek accommodations in the following ratio: approximately 53 percent in hotels and motels, 38 percent in private homes, and 9 percent in campgrounds, dormitories and other lodgings.

An estimated two days of sightseeing by the average overnight tourist will result in more than 41 million visitor-days during the Bicentennial year. By remaining open longer, the monuments and public buildings of Washington will have sufficient capacity to handle the anticipated visitor influx with one notable exception, the United States Capitol.

On a typical summer day at the peak of the tourist season, there will be some 63,000 visitor automobiles filled at an average occupancy of 3.2 persons, for a total of some 202,000 person per day. About 70 percent of this total, or 44,000 cars and 142,000 visitors, will want to go to the Mall area where the majority of tourist attractions are concentrated. Downtown parking will not be sufficient for the influx of cars. Therefore, other transportation facilities will be needed. Foremost among these will be Metrobuses, the Metro rapid rail system and special sightseeing services such as the Tourmobile buses along the Mall. While other services such as water transportation and bicycle and hiking facilities should be developed, they should not be expected to carry a large number of visitors.

As noted above, the Mall, stretching from the Lincoln Memorial to the Capitol, will be the center of visitor activity. Since tourists will be spending a major portion of their time in this limited area, transportation to and from the Mall will be a major priority for the Bicentennial planners. The National Visitor Center at Union Station will become a major hub for visitor activity and serious traffic problems could arise in the surrounding area unless preventive measures are taken.

Senator CLARK. I guess the essential question, at least in my mind, is whether anybody will come to the Visitor Center to see this excellent presentation you will have there. Are they going to get on the city bus at National and ride in and say the first place they want to go is the Visitor Center?

Will it really attract people in that way? Will they get on the Metro, after parking their car on the edge of town, and come down here? Or are we spending all of this money for this particular presentation with some kind of vague hope that they might do that?

Mr. GROSS. I would like to comment on that, Mr. Chairman, by saying that there has to be a tremendous publicity campaign prior to the visitor arriving at this destination, explaining traffic congestion and other concerns.

It may be in future years this potential mass market of visitors to this Nation's Capital will have to start utilizing the fringe parking areas explained here and then be shuttled to the Visitor Center.

I think if a traveler is informed in advance, he will accept the turn-around posture we are emphasizing here today.

Senator CLARK. I have several other questions, but there are other members of the committee—

Mr. WHEELER. We have had an analogous experience with the Tourmobile. At the time of its introduction, it was an entirely new concept which required that the private owners of automobiles abandon those automobiles for the duration of their stay in Washington.

In the last 4 years, the use of the Tourmobile has gone from zero to over 1 million annually. I think if we have an attractive package at the Visitor Center, if it is well publicized, the word will get around quickly.

We have found that the people administering the various visitor sites in the city are anxious to have this kind of orientation, which is not found anywhere, except by use of the Tourmobile.

Senator CLARK. I certainly agree that there is a need in this city for such an orientation center. As far as I am concerned, there is no question about it. I am all for it. The main thing is, that we be sure that the people can get there to use the facility.

We have visited many of the national parks—I was at Manassas a couple of weeks ago and at Gettysburg recently. The first place I head for is just such a center, so that you begin to get oriented and learn what you are going to see and what it means. Such centers are very valuable, I think. But on those occasions you drive right up to the building, get out, and go in.

I don't know, if I had to drive 10 miles away and get on a shuttle bus, whether I would do it.

I have several other questions but I think I have taken quite a bit of time so we will go to Senator Scott.

Senator SCOTT. Thank you, Mr. Chairman.

Mr. Wheeler, I was late today because I was at Woodson High School speaking to the students. You know that I do represent Virginia and we do have constituents that we have to meet with frequently at home before coming to the office.

I mention that to further illustrate my interest in this Visitor Center because I expect you will have more people from Virginia and the nearby States coming than from the States farther away.

So I am very much interested in us getting along and getting this Visitor Center constructed so that we can use it. I have some reservation, though, about the questions that our chairman has asked and the responses that were given.

It sounds to me as if you would like to do something different from what you are asking this committee to approve today, that you are concerned about the environment.

I would say to you that our full committee is considering the overall environment, as is the Interior Committee. What I would like to have from you is what you would feel would be the ideal Visitor Center, disregarding, at least temporarily, the environment and the other things that you talked about.

I would like to have your ideal center. Then we can refine it in the committee. The staff and the committee have the judgment to do a lot of these things. I am not saying that in the final analysis we would ignore such things as the cars in the Center, but I share the chairman's concern that if we don't have parking facilities at the Center we could have a white elephant on our hands. I would not be in a position to vote favorably on what you are recommending without some sort of parking.

We talked about 4,000 cars. We talked about our staffs up here on the hill having some parking over there. I don't think that is essential to a visitor center as much as I would like our staff to be able to use the parking.

Perhaps we can still use whatever we have in the off-seasons of the year.

What are the main changes that you have made in your plan since we met together in the office just a week ago?

MR. WHEELER. The only intervening circumstance, Senator Scott, has been the fact that our bid on 1,850 parking spaces came in considerably in excess of the dollars available to us, pursuant to present authorization.

Thus, the dollars available to us for parking now will result in the platform on the model, if you will recall, that we showed you, and the additional 250 to 800 parking spaces.

It would primarily provide a ramp over the existing railroad tracks, a staging area for buses, including the Tourmobile and the intracity buses, and the charter buses that may be visiting the city. We are asking for no new authority at this time nor are we asking for additional dollars. We are asking for your understanding that unless this project begins very quickly there will be no Visitor Center in any configuration in time for the Bicentennial.

I say this because the bid that we got, the most recent bid that we have, must be accepted by November 30. If we do not respond at that time, we must seek a new contractor, new authority, and perhaps a redesign, which will make it impossible to complete the project by the fall of 1975.

Senator SCOTT. Mr. Wheeler, contrary to your sense of urgency, I think this subcommittee would be remiss in its responsibility if we go ahead and give you any additional authority without having a good understanding as to just where we are going.

If we don't have it for 1976, so be it. Let's do it right, whatever we do, and not just say we have to have it for 1976. I want it for 1976 and I am sure each member of the committee wants it for 1976.

I don't think you mean to sort of threaten the committee that we will not have a project "unless you act as we ask you to act."

MR. WHEELER. No, sir, that was not my intention. I am not in the posture of asking the committee to do anything this morning. Authority for the intermodal facility may be needed later, but is not required at this time.

We have not been able to put together the intermodal arrangement that we had hoped for.

Senator SCOTT. What is the present status of the bus terminals?

MR. WHEELER. Are you talking about the present facilities?

Senator SCOTT. No, I am talking about your suggestion that we might have the bus companies, Trailway and Greyhound, come into the Visitor Center and discharge their passengers, to have a bus center there, a bus depot.

They would move from 10th or 11th Street, where they are now, and come up to the Visitor Center. You will remember I had reservations about this and suggested that possibly we might have a shuttle bus that would come up there, rather than to have the main terminals there. What is your present thinking on this?

Mr. WHEELER. Our present thinking is, because we have been unable to secure the necessary commitments for financing that package from all of the parties concerned, that we would wish to proceed in the absence of concrete plans for the construction of that portion of the facility.

I might add that in doing so, in getting started just as soon as we possibly can, we do not preclude either the later addition of an intermodal facility to accommodate those buses or the addition of parking spaces, should environmental considerations permit.

Senator SCOTT. Could you go ahead for the time being and eliminate the bus stations? Is it economically more expensive to do it piecemeal from the planning? Is it inadvisable? Would it be better to do it all at once or can it be done piecemeal?

Mr. WHEELER. We think it can be done. We have consulted with our designers and engineers. What we are talking about here is a phased construction, the first phase being construction of the Visitor Center, itself, and the associated ramps, bus staging areas, and those minimal number of parking spaces.

The only economics that we must bring to bear, I suppose, is what experience has demonstrated as a cost inflation factor over the years. Obviously, it will cost more to build something 5 months or a year or 2 years from now than it costs to build today if current trends continue.

Senator SCOTT. As far as present planning is concerned, aside from any increment in cost due to inflation, would the cost be approximately the same when you build it this way?

Mr. WHEELER. Yes, sir, it would be.

Senator SCOTT. As I understand, your present plan is to reduce the parking. I heard the figure 200 spaces and then 800.

Mr. WHEELER. We estimated a range of 250 to 800. The variable there, Senator, is the amount of dollars that could be diverted from the proposal for the Visitor Center itself to provide additional parking spaces. In building 800 spaces, we will have to cut back some in constructing the Visitor Center itself.

Senator SCOTT. Let me just follow up on the chairman's questioning. If we proceed as you are contemplating, who would use this facility? Who would it accommodate? How would you get the people there?

Mr. WHEELER. The visitors to the Visitor Center?

Senator SCOTT. Yes.

Mr. WHEELER. I think we contemplate pretty substantial use of satellite parking facilities, where the private automobile might be left, and a Tourmobile or other public transportation used instead.

Senator SCOTT. I am a stranger, coming to visit my Nation's Capital. I come to Washington. How would I know there is some sort of satellite place? How will you get me to this place?

Mr. WHEELER. You would be directed to satellite parking with information about the availability of public transportation from that satellite.

Senator SCOTT. How would I get that information?

Mr. WHEELER. By highway signs, much as we now have highway signs marking many of the memorials. On the George Washington Parkway there are now signs, and there are some on the Baltimore-Washington Parkway.

We now indicate where the tourist or visitor would go to see the major sites.

Senator SCOTT. How about Shirley Highway? Very few visitors come down the Washington Memorial Highway to come into Washington. The commuter uses that.

The visitor uses the Interstate System to a large extent.

Mr. FISH. We hope this spring and summer to institute an experimental system whereby we would do just what we are saying here. We have letters from the State Roads Commission in Maryland and the State Highway Department in Virginia right now that they agree with this concept, that they will work with us, to put signs on the Interstate System directing people to park at RFK Stadium and then to shuttle from there over to the Mall area. So we are trying something, or we hope to, this summer.

Senator SCOTT. Quite frankly, and you gentlemen are more expert on this, I think you can educate somebody that does something every day, such as the Government employee. I think you can educate the Government employee to use a fringe parking space.

But the one-time visitor who is coming in here, to say to him "You go to this satellite place and you park your car and then we are going to have a bus to take you over to the Visitor Center." After you finish the Visitor Center—where are you going to take them? Do they go to the Bureau of Engraving, or to the Capitol or the White House?

It seems to me that for the one-time visitor unless you go directly to the Visitor Center you have a major problem there. Would you respond to this?

Mr. WHEELER. I think what we overlook is that a lot of visitors will be bringing their cars to private motel and hotel facilities where even now they leave their cars. I think traffic is such in the District that it is an impediment to driving throughout the city.

I would reiterate, Senator, that we do not feel that it would be in the best interest of the District or the Nation as a whole to encourage the construction of a large—massive, as it would have to be—parking facility in downtown Washington at this time.

Senator SCOTT. If there is any doubt about it, my concern is for the Nation's Capital, not for the local government. This is the Nation's Capital. It should be what is in the best interest of the country of which the District of Columbia is a part. I would prefer you to approach it from that point of view.

I do have more questions, Mr. Chairman, but I think I will hold them until later.

Senator CLARK. Senator McClure.

Senator McCLURE. I want to state at the outset as I am sure you know that I have supported legislation for the Visitor Center since it was first established as a legislative proposal in the House.

I have done so because I think the Visitor Center concept—as Senator Clark said—is a very worthwhile and a very needed addition to the facilities of this city. But I am concerned and I would like to ask some questions about the changes in the plan and the cost escalation.

It seems to me that we are constantly given bad advice and bad estimates of cost. We constantly have plans changed on us in midstream, and not infrequently we are told, "It is too late to change now."

That becomes disturbing because it seems to me that Congress has no real control over expenditures unless it has more precise information. That is why it concerns me that we start out with a 1967 report, talking about renovation of the Union Station at \$5 million, and at that time we were also talking about \$11 million for parking facilities.

By 60 days later, the Congress had enacted legislation authorizing the \$16 million that was then estimated. That didn't get through the Senate until the following year, in February.

By March it was passed. From March of 1968 to the spring of 1973, we needed \$8.7 million more, but while we were going up in price we went down in facilities. So we cut the parking almost in half by that time, although the cost had gone up by 50 percent. Now you are telling us that to do what was planned in 1967 would cost \$44 million to \$45 million, if I understand correctly, which is not simple cost escalation.

That is three times the original estimate. That is in the period of 6 years. I can't accept the erosion of the dollar or the increased construction cost as being the total reason for that kind of miscalculation of cost.

I would welcome any comment.

Mr. WHEELER. I would be glad to let Mr. Fish address the question of the validity of our original estimates and those that have been used as we proceeded.

I would like to make one point more clear, Senator: We have never changed the figure required for parking. The \$11 million figure remains unchanged since the adoption of the legislation. As you have just noted, inflation has resulted in a declining number of spaces to be acquired at those fixed dollars.

The \$8.68 million that this committee approved last spring or early this summer was intended to be spent only for the National Visitor Center facility itself, the project that Mr. Howard has just shown you.

The \$11 million and \$5 million are private funds to be spent by the railroads pursuant to an agreement with them. We will reimburse on an annual lease basis over a 25-year period, at the end of which period we will be free title owners of the property.

Let me ask Mr. Fish to address the question of the cost and estimate.

Mr. FISH. Last spring, when we did come up and get the \$8.7 million, we were assured at that time that \$11 million would purchase the 2,000-car parking facility.

It was shortly after approval of the \$8.7 million for the Visitor Center facility itself was given that the bids came in at \$18 million for that 2,000-car parking facility. We, in Interior, hired our own group of consultants, estimators, and construction companies to check the bid and to take a look at it.

We did do this and they affirmed those particular figures.

Senator McCLURE. Which ones?

Mr. FISH. The \$18 million figure for parking; the estimating company and the construction company agreed on that figure.

Senator McCLURE. Who gave you the \$11 million figure?

Mr. FISH. We worked through the Washington Terminal Co. as the group we had the agreement with. They would do the contracting. In other words, they would be the contracting officer. Interior works with Washington Terminal Co. and Washington Terminal, in turn, hires the architect and contractor.

Senator McCLURE. Do you mean the estimates that were given to this committee at various times—to the committees on both sides—over the last 6 years have not been Government estimates?

Mr. FISH. I can't speak to the last 6 years, Senator, but I can say that as of last spring, \$11 million was the railroad consultants' estimate.

Senator McCLURE. You can't say you didn't reduce the parking when you reduced from 3,500 cars down to 250 cars. That seems to me to be a substantial increase in cost.

Mr. WHEELER. It is an increase in unit cost. What I meant to say is we have not asked for additional money for parking. As Jack has indicated, one of our difficulties in this whole operation is that the original authority put us in a lessor-lessee relationship with the Washington Terminal Co., and gave the Washington Terminal Co. complete authority, in consultation with us, for design, for hiring the contractor, for actual construction.

We have run into difficulties with this arrangement. We have tried to work out a better working relationship with Washington Terminal to the point where, on the last go-round, we insisted on an independent audit, as it were, of the estimate provided to us for the construction of the project.

Senator McCLURE. I don't blame you for asking for an independent audit if people came in with an \$11 million estimate and a \$18 million bid.

Mr. WHEELER. The Washington Terminal Co. has been very supportive of these efforts. We felt we owed it to you and the taxpayers to check the costs.

Senator McCLURE. My concern is that Congress gets asked to undertake a project based upon one set of figures and we continually are being confronted with different sets of figures after we get into the project.

I, as one Member of the Congress, get sick and tired of this kind of a process that, in effect, thumbs its nose at congressional appropriation processes and says to us, in effect—at least I take it that way—"We will give you any kind of gobbledygook in the world to get you involved in the project and then we will come back and you are bound to give us more money."

Mr. WHEELER. I can understand your concern, Senator. I share your frustration because I have been involved with this project now for almost 3 years and have watched this kind of deescalation in what our dollar will buy.

It is frustrating, indeed. I think the reason we are here is to explain to you the situation as we see it today. We have verified a construction cost escalation in the last 5 months, since I appeared before this committee, of roughly 15 to 20 percent.

At that rate, we won't be able to buy very much parking at all in the next year or 18 months.

Senator McCLURE. Aside from the question of whether we want to buy it or not.

Mr. WHEELER. Aside from that question.

Senator McCLURE. Who gave the \$11 million estimate?

Mr. GROSS. That would have been the Washington Terminal Co., the railroad owners.

Senator McCLURE. And who, on behalf of the Department of Interior, accepted that figure?

Mr. WHEELER. I can't say for sure, Senator, but we do have a design and construction office within the National Park Service that did review these figures.

Senator McCLURE. And those figures were presented to the Congress. I assume somebody within the Department would accept authority for the fact that they were presented to the Congress.

Mr. WHEELER. I think that would be Secretary Udall who made the presentation to Congress in 1967.

Senator McCLURE. Somebody did it for him. He has left, but I suspect the people who did it for him are still here.

Mr. WHEELER. We would be glad to check on that for you, Senator.

Senator McCLURE. I would like very much to have the names of the people who were responsible for transmitting that information to the Congress.

Mr. WHEELER. Yes, sir. We will check the records.

Senator McCLURE. I would like to know whether they are still employed by the Federal Government. I would like to have some idea of whether or not there is any kind of a comment within their official files as to the fact that they misled the Secretary of the Interior into misleading the Congress.

I don't mean to be hard about this, but I have no idea of how Congress is going to get control of this sort of thing if we don't ask some hard questions.

Mr. WHEELER. I can understand that, Senator.

Senator McCLURE. At the same time we have been almost eliminating parking for two reasons—one being cost and the other environmental considerations—and perhaps changing concepts of what we ought to do in transportation—we have also seen cost changes in the Visitor Center, itself. We started out at \$5 million, is that right?

Mr. WHEELER. Yes, sir. All private capital.

Senator McCLURE. And now it is \$15 million?

Mr. WHEELER. It would be \$5 million less what has already been spent, plus \$8 million. Roughly, \$12 to \$13 million.

Senator McCLURE. What was the estimated cost last spring?

Mr. WHEELER. Exactly what I have just told you.

Senator McCLURE. What will be built for close to \$15 million?

Mr. WHEELER. What Mr. Howard has shown you, the Visitor Center complex within the shell of the old Union Station Terminal Building.

Senator McCLURE. Did the estimate include any cost to the Terminal Co. or the railroads for moving the station facilities out of the Union Station Building?

Mr. WHEELER. No. I am told that the railroads are responsible for that expense themselves.

Senator McCLURE. They are responsible for it?

Mr. WHEELER. That is correct. Our lease agreement does not contemplate reimbursing them for a facility we do not make use of. We will be their tenants for 25 years. What they do with respect to railroad facilities is their own expenditure.

Senator McCLURE. So you have no estimate of what that cost will be? It is no concern to the Government?

Mr. WHEELER. We understand that they have set aside for that purpose, the relocation of the tracks, \$2.37 million.

Senator McCLURE. This \$15 million doesn't account for any parking—the renovation or converting Union Station into the Visitor Center does not include any parking?

Mr. WHEELER. That is correct, with the possible caveat that some of those dollars are available to be diverted to meet this range between 250 and 800.

Senator McCLURE. Have arrangements been made to borrow \$16 million?

Mr. WHEELER. Perhaps I should ask the Solicitor's Office to comment. We have been through two or three rounds of negotiations with banks in New York, accounting in part for the delay. We had a commitment that we lost by reason of our inability to proceed, and we now have an understanding that would be consummated later this month.

Mr. HANSLIN. We have a commitment with the Chemical Bank of New York on the construction loan. The Washington Terminal Co. has these commitments. It is private financing.

The permanent loan will be with Emigrant Savings Bank in New York.

Senator McCLURE. Has any money been withdrawn?

Mr. HANSLIN. There has been some money withdrawn on the construction loan.

Senator McCLURE. How much?

Mr. HANSLIN. I believe—and I am just guessing—approximately \$11½ million.

Senator McCLURE. Has it been spent?

Mr. HANSLIN. Part of it has been spent. You may more properly address those questions to the Washington Terminal Co. It is their construction and I don't have the figures.

Mr. WHEELER. Mr. Gross is onsite at the project and he can tell you what has been spent so far in construction.

Senator SCOTT. Would the gentleman yield?

Senator McCLURE. Yes, sir.

Senator SCOTT. The gentleman just speaking, would he identify himself?

Mr. HANSLIN. I am a staff attorney with the Department of Interior. I am responsible for the legal problems of the National Visitor Center.

Senator SCOTT. How about your associate solicitors. Is Bernie Meyer still there?

Mr. HANSLIN. He retired last June, Senator.

Senator McCLURE. I think you were going to give me some information as to how much of the money that has been drawn has been spent.

Mr. GROSS. The project was underway at one time. When the bids came in at \$18 million, the project had to be shut down until Interior took another hard look at this and verified, as Mr. Fish said, whether these costs were real ones.

There has been construction already started behind the Union Station, itself, in the form of pilings, columns, et cetera, and I believe the figure is probably close to \$3 million already expended.

What we are doing now, and have been doing for the last 3 months, is going through intensive efforts to try to bring these bids into sharp focus on what the dollar will buy, to get as many car slots as possible. We are here today with firm bids in hand from the construction company hired by the railroad owners, telling the facts as they have been given to us at this time.

Our hope, as Mr. Wheeler has indicated, is to be able to accept one of these firm bids by the end of this month so that that Visitor Center can resume construction, thereby providing for an operational facility in time for the Nation's Bicentennial.

Senator McCLURE. You say approximately \$3 million has been drawn and spent. Who drew it and who spent it?

Mr. GROSS. I believe that is in the form of what they call collateral. The railroad owners put it up for the purpose of getting the project started. I am not so sure that that is against the \$16 million. There, again, the railroad owners can answer that better than I can.

Senator McCLURE. Is that an obligation of the Government?

Mr. WHEELER. No, sir. Our agreement with the railroads provides that the facility must be constructed to our specifications and accepted by us as meeting those specifications before we incur any liability as their tenant, at which time the Visitor Center must be complete and able to be occupied by us.

The railroad facilities are to have been moved behind the Visitor Center to their new terminal. At that point and only then would our liability to pay roughly \$3.5 million a year as rent commence.

Senator McCLURE. If we stopped right now and did nothing, who would incur the loss of the \$3 million?

Mr. GROSS. There would probably be a lot of lawsuits. We prepared an option paper over the weekend, and one of the options is to abandon the project. But the expenses to do that, just to put the station back in operating condition, we estimate to be \$6 million.

Senator McCLURE. From what was said a moment ago, if I assume we have no obligation under this, how do we have an obligation?

Mr. WHEELER. I would think that certainly the railroads would see it as a breach of our agreement to proceed with the project, notwithstanding the withdrawal of congressional authorization.

Senator McCLURE. Is our agreement an unconditional agreement regardless of cost?

Mr. WHEELER. No. This is the reason that we have this diminishing return on the parking. Our agreement says that the railroads shall spend \$5 million for the Visitor Center, \$11 million for parking providing up to 4,000 spaces. To the extent they spend that money and the plan is satisfactory, we are obliged to accept it.

Senator McCLURE. They spend \$5 million for the Visitor Center and \$11 million for parking?

Mr. WHEELER. That is the limit imposed by the statute and the limit incorporated in our agreement with the railroads.

Senator McCLURE. And we have gone ahead on that agreement without any firm figures being developed by the Government as to what it would buy?

Mr. WHEELER. We have had a series of firm figures, Senator.

Senator McCLURE. A series of firm figures?

Mr. WHEELER. Yes, sir.

Senator McCLURE. That is a beautiful one.

Mr. WHEELER. As I have indicated to you, it is the simple truth of the matter. For that reason, we suspended construction when the last bids came in back in May and June.

Senator McCLURE. I don't mean to belabor this question, but for the Government to get itself involved with the expenditure of \$16 million, an obligation to the Government, without any idea what it would buy other than somebody else's estimate, seems to me to be incredible.

Mr. WHEELER. This is the format given to us by the Congress, Senator. I don't wish to excuse ourselves here, but we are asked to lease a facility to be constructed with private capital.

Senator McCLURE. Just a minute. You say that is a format given to you by the Congress. Was the Congress told or ever advised that the Department of Interior had no in-house estimate of the cost?

Mr. WHEELER. The Congress, so long as I have been involved, has been advised of every step of our trials and tribulations, both with the railroads and the contractors, Senator. As you noted earlier, we made an original estimate as to what \$11 million plus \$5 million would construct.

Regrettably, \$11 million plus \$5 million does not construct today what it would have constructed in 1968.

Senator McCLURE. I find it incredible that the Government would obligate itself to pay \$16 million for something which was not very well known by their own figures, accepting somebody else's estimate of what it would be, and then going ahead on a project, investing the money which may include some obligations, without knowing what it was going to get.

I would think there would be firm plans and firm obligations on the part of the other parties before the Government obligated itself to move forward.

Mr. WHEELER. We have what the Solicitor regards as a firm contractual arrangement with the railroads.

Senator McCLURE. To spend the money, but not as to what it would buy.

Mr. WHEELER. I think that is implicit in the fact that the legislation requires construction of a facility within fixed cost limits.

Mr. HANSLIN. Senator, if I may interject, the way the contract is arranged, the Washington Terminal Co. and the Secretary identify a plan which the terminal company believes can be built with the money available.

If you get firm bids and those estimates don't prove accurate, then at that point the Secretary and the terminal company are supposed

to sit down and try to identify a modified structure which can be built for the money available, but only to the satisfaction of the Secretary.

If the Secretary determined that the structure that could be received for the money available was not satisfactory to him, we would not be obligated.

So we don't obligate ourselves to buy a pig in a poke. We have a right to draw a line and say we don't want it.

Senator McCLURE. Do you mean we have no legal obligation at the present time?

Mr. WHEELER. Until such time as we identify the structure as being satisfactory to the Secretary, we have no obligation.

Senator McCLURE. And they spent \$3 million on the expectation—

Mr. WHEELER. If we found the finished product to be unsatisfactory, I have no doubt we would be in a lawsuit and would have to see what happened.

Senator McCLURE. That implies there is a possible obligation.

Mr. WHEELER. There is that possibility, Senator.

Senator McCLURE. Lawsuits are easy to bring. It doesn't cost much to hire an attorney on a contingency basis. The filing fees are not prohibitive. It is quite easy to start a lawsuit. What is your expectation as to the ultimate liability to the Government?

Mr. WHEELER. I really haven't looked into that, Senator. I am certain with that amount of money involved, there would be litigation over the issue.

Senator McCLURE. I am disturbed that we have gotten ourselves into this condition apparently without knowing how we got there, really. We just kind of muddled our way forward.

Maybe Congress would have authorized \$44 million or \$46 million if it had been presented to them in the first place, but I think the Congress ought to have that option rather than finding ourselves obligated to something without knowing what we have.

Could we have a copy of the contract supplied for the record?

Mr. WHEELER. Yes, sir.

Senator McCLURE. As I understand, this last spring—

Mr. WHEELER. We have, Mr. Chairman, both the agreement and the lease, and we would be glad to submit those at this time.

Senator McCLURE. Thank you very much.

Mr. Chairman, I would ask that the agreement and the lease be made part of the record.

Senator CLARK. Without objection.

[The agreement and the lease appear on pp. 61-186.]

Senator McCLURE. In May of this year, during Senate consideration of the \$8,700,000 authorization, we were assured that this amount would assure complete alteration. Has that changed since May of this year?

Mr. WHEELER. No, it has not.

Senator McCLURE. Have you scaled down the project since May of this year?

Mr. WHEELER. We are in the process, Mr. Fish tells me, of looking at the plan to see whether or not the same cost escalation factor that we have experienced with the parking facilities might not also affect

the Visitor Center. I suppose it is conceivable that a scaledown might be necessary.

Senator McCLURE. I think you identified a 15-percent increase. What is 15 percent of \$13,700,000?

Mr. GROSS. Roughly, \$2 million, Senator.

Senator McCLURE. Is that why you referred to this as \$15 million in round figures?

Mr. GROSS. We are taking a look at the figures right now to try and verify what we had said last spring.

Senator McCLURE. What added contributions, if any, toward the capital cost of the project were contemplated when you made that statement last spring?

Mr. WHEELER. None, if I understand the question correctly.

Senator McCLURE. By Amtrak or others?

Mr. WHEELER. No.

Senator McCLURE. No capital contribution by them?

Mr. WHEELER. Not in construction of the Visitor Center itself, sir.

Senator McCLURE. You can't assure us now of the construction of a Visitor Center with the parking originally contemplated for \$45 million, is that correct?

Mr. FISH. I would hate to do that right now, Senator. Frankly, I would think you could get upward of \$55 or \$60 million, to get a whole total facility with an intermodal transportation terminal.

Mr. WHEELER. We do not have what is called an upset bid on that entire package. We do have what the contractor refers to as an upset bid on the \$11 million package that we have described to you.

Senator McCLURE. Mr. Chairman, I will have more questions at a later time.

First, could you describe precisely what was to be built for \$24,700,000 this past spring?

Mr. FISH. That would have constructed a 2,000-car parking facility on the west side and also would have rehabilitated Union Station into a complete Visitor Center. As I mentioned before, the \$11 million was at that time, when we were up here before, the estimate for a 2,000-car parking facility. So all we were asking for last spring was additional money to refurbish the inside into the Visitor Center and a ramp to carry the tourmobile around the rear of the Visitor Center.

Senator McCLURE. What do you now estimate to be built with that same \$24,700,000?

Mr. FISH. Just what we had indicated in the testimony, Senator, depending on the amount of dollars you would put into the Visitor Center as against the parking. If you wanted 250 parking spaces with a bus-staging area outside, you would have about \$12 million for the inside of the building. If you wanted to go to 800 parking spaces and a bus-staging facility, you would then have to take some of the money you would have used in the building and put that toward the additional parking.

Senator McCLURE. So we still don't know what is proposed, is that correct?

Mr. FISH. We are trying to work within that range, and we are trying to get a better idea of the cost of remodeling Union Station to

the Visitor Center before we can put a final approval on the way we expend it.

Senator McCURE. The past performance doesn't give us really very great assurance of future performance, I would have to comment. I am not really all that confident of what we are going to get if we, in effect, say, "Go ahead and spend the money."

Thank you, Mr. Chairman. I have some further questions, but I will ask them at a later time.

Senator CLARK. Because of the time problems, and we allowed about 30 minutes for this but we are now over an hour, I hope to keep my questions specific, and I hope the answers will be specific.

If we were to provide for 250 spaces or something in that amount, isn't it very likely that these would simply be used by people who work there and, in fact, there will be no parking at all for visitors? Do you rule that out?

Mr. FISH. I would think a good portion of that, Senator, would have to be used as a bus-staging area so that when buses come in from the 20 or 22 satellite parking facilities around the city, you would have to have some capacity there to discharge and pick up passengers. I do not think it would go to employee parking, no.

Senator CLARK. Do you think that we would really have 250 parking spaces for visitors?

Mr. FISH. Yes. We would also have to have, as I say, some capacity for a bus-staging area.

Senator CLARK. Within the 250-space area?

Mr. FISH. Yes, the way it looks, you would have to.

Senator CLARK. So there is no assurance that we will really have even 250 spaces?

Mr. FISH. That is correct, Senator. You would have to have some breakdown there between buses and car parking.

Senator CLARK. Do you have any estimate as to how many car spaces would be available out of that 250? How many people could actually park in that area?

Mr. FISH. We do not, because there are ramps that would lead up to the upper two floors if you were to go to an 800-car parking facility, and I am sure if you did not need those ramps, you could put additional cars in there. I do not have that figure, sir.

Senator CLARK. Then we are not to assume that this facility will really have 250 spaces where visitors can park. It could be much less than that?

Mr. FISH. It could very well be a little less than that.

Senator CLARK. That pretty much rules out parking for visitors at this center. That concept has now kind of gone by the board.

How do you propose to live within the confines of the law? Doesn't the mandate say 4,000 spaces?

Mr. WHEELER. That is right, Senator. It provides that we shall provide up to 4,000 spaces within the limits of \$11 million. So there is a clear ambiguity. Frankly, that if one of the reasons that we had asked for deletion of the 4,000 figure. I don't want to be in the position, and I am sure my colleagues don't, of deceiving anyone about the nature of the project that we hope to build. We have very serious

concern about that figure of 4,000 in the legislation when we go to talk to the banks about compliance with the terms of the legislation.

Senator CLARK. You don't have any specific proposals on how you deal with that?

Mr. WHEELER. Our proposal before the committee is that the figure of 4,000 be deleted and that the language be amended to require that we provide as many spaces as \$11 million will buy. At present estimates, that is in the range of from 250 to 800.

Senator CLARK. You are proposing that as an amendment to the present law?

Mr. WHEELER. Yes, it was a clarifying amendment that we had sent up along with our request for the authority to construct the intermodal facility. As I have indicated, we have not progressed as far with the intermodal concept as we would like, and, therefore, there is not so much need for that amendment at this time.

Senator CLARK. I am particularly interested in the exchanges that you have had with EPA on the environmental impact of these parking spaces. Would you provide to us for the record any correspondence or notes regarding that exchange?

Mr. WHEELER. Yes.

[The information requested follows:]

RESPONSE TO QUESTIONS ON EXCHANGES WITH EPA ON ENVIRONMENTAL IMPACT

Enclosed is a letter dated November 5 addressed to Mr. Manus J. Fish, Director, National Capital Parks, by Mr. Frank C. Herringer, Administrator, Urban Mass Transportation Administration. Mr. Herringer states that his Agency has "earmarked" \$8 million in capital grant funds for the Intermodal Transportation Terminal at the National Visitor Center. He explains further that UMTA participation is predicated upon the receipt and subject to review of an application from the Government of the District of Columbia, and fulfillment of all basic legislative and administrative requirements which pertain to capital assistance projects funded under authority of Section 3 of the Urban Mass Transportation Act of 1964, as amended.

One of these requirements for the capital grant is an analysis of the impact of the facility on the environment. We have discussed the implications of this requirement with officials of EPA and UMTA, taking into account the proposed new EPA clean air standards for the Washington Metropolitan Area.

A draft environmental analysis has been prepared and submitted for review by UMTA officials. Although some initial work has been done on a preliminary application, it has not yet been finalized and submitted.

At this time the matter is in a holding status pending further actions by the Department of Transportation.

Subsequent to our testimony, Mr. Jerome C. Premo, Acting Associate Administrator, UMTA, testified before your Committee. His statement is also responsive to your inquiry.

[Enclosure.]

DEPARTMENT OF TRANSPORTATION,
URBAN MASS TRANSPORTATION ADMINISTRATION,
Washington, D.C., November 5, 1973.

MR. MANUS J. FISH, Jr.,
*National Capital Park,
Washington, D.C.*

DEAR MR. FISH: I am writing you to confirm the position spelled out by John Hirten at last Friday's meeting of Federal and local agencies on the National Visitor's Center, with respect to UMTA financial participation in the transit-transportation aspects of the transportation terminal at the Center. We have earmarked \$8 million in capital grant funds from our fiscal year 1974 program for this project to be matched with \$2 million in non-Federal funds. As indicated at the meeting, UMTA participation in this project is predicated on receipt and

subject to review of an application from the project sponsor, the Government of the District of Columbia, and fulfillment of all basic legislation and administrative requirements which pertain to capital assistance projects funded under authority of Section 3 of the Urban Mass Transportation Act of 1964, as amended.

I should point out that this letter does not authorize the District Government to commit to the expenditure of funds in anticipation of project approval, but rather is an indication of UMTA's interest and willingness to support this worthwhile project when all necessary information is available as part of the District's application.

We look forward to working with the District in close coordination with the Department of Interior and other participating agencies in developing this worthwhile project.

Sincerely,

FRANK C. HERRINGER.

Senator CLARK. What is the realistic assessment of chances for completing this facility in 1975 or 1976 with the bus terminals in?

Mr. WHEELER. We have had to come to some hard decisions about that. I would say the chances are no better than 50-50 because we have to seek additional funding. When I say "we," I mean the Government in conjunction with the bus companies, but not necessarily the Department of the Interior. This is a matter that has concerned the Department of Transportation. There has been talk of assistance from the Urban Mass Transit Administration of DOT. I think that will be addressed by the DOT witness. Assuming the necessary funding, assuming a bid that is within the realm of possibility, based on that funding, I suppose it could be accomplished. But we are here to tell you that we cannot delay any longer in those negotiations, which have now been going on for 6 or 7 months. There is a list of meetings that must total 25 or 30.

Senator SCOTT. Mr. Chairman, would you yield?

Senator CLARK. Yes.

Senator SCOTT. You are saying we cannot go on. What are you asking this committee to do? I heard you say a few minutes ago what sounded to me like not asking us to do anything at this time. If you cannot go on and you are not asking us to do anything, there is a bit of clarification necessary.

Mr. WHEELER. Senator Scott, we have come to you to tell you that we would like your support in moving forward with this project at this time in the configuration that we have presented to you, with the understanding that our present plans do not now call for immediate construction of the intermodal facility.

Senator CLARK. So in specific answer to that question, you do not feel that you need any further authority from this committee to proceed in the way you plan now?

Mr. WHEELER. With the possible exception of the clarifying amendment which we have discussed, the deletion of the 4,000-space figure, which would be helpful in talking to the banks.

Let me make one further point. The plan for which we have a bid, which expires on November 30, would be structurally satisfactory to permit later addition of parking spaces and later incorporation of the intermodal facility. As I said in my prepared statement, and as I think the Department of Transportation will tell you, we have not by any means abandoned that concept, but we are at the point where we cannot hope to reach complete agreement and still complete construction of the Visitor Center before the Bicentennial.

Senator CLARK. Public Law 90-264 says you are to provide, as nearly as possible, spaces for 4,000 vehicles. To the best of our advice, it doesn't say anything whatever about what can be built within that cost.

Mr. WHEELER. It does provide a limitation on the amount that we can agree to spend. That is to say, we cannot amortize more than \$16 million with not more than \$5 million to be spent on alterations.

Senator CLARK. Senator McClure went into detail on the cost and cost changes. Particularly with regard to building these 2,000 spaces, did you publicly advertise for bids on construction of the new parking structure?

Mr. WHEELER. Let me ask Mr. Fish to respond to that question.

Mr. FISH. No. The arrangement with the railroads and the Washington Terminal Co. is they have, I believe, what they call, a contractor agent. So this was a bid by the contractor to the railroad companies. There was bidding by the subcontractors. When the \$18 million bid came in, we did go ahead and hire our own consultants to check it. So we are satisfied with that as a good figure.

Senator CLARK. You are convinced that you couldn't have gotten a better bid?

Mr. FISH. Yes. One of our consultants was the Diesel Construction Co. They took a look at the bid submitted.

Senator CLARK. I would assume that under Public Law 92-64 and the later appropriation in July of this year, for another \$3.6 million, that if you go ahead as you proposed you will really have money left over.

Mr. WHEELER. I wish that were true. I think not, because we have the \$11 million committed to the ramp and bus staging area under current estimate and we have an estimate for the Visitor Center facility that will absorb the \$5 million originally approved for private spending and the \$8.68 million that we secured from the Congress in the spring of this year.

Senator CLARK. Thank you very much.

Senator Scott?

Senator SCOTT. Mr. Chairman, I would like to ask a number of other questions. It will not take very long.

I have a dozen questions that have been prepared by the staff that I would like to have included in the record and ask the witness, Mr. Wheeler, respond to these questions.

Mr. WHEELER. I will be glad to do that, Senator.

[The questions referred to follow:]

U.S. DEPARTMENT OF THE INTERIOR,
OFFICE OF THE SECRETARY,
Washington, D.C., December 4, 1973.

Hon. DICK CLARK,
Chairman, Subcommittee on Public Buildings and Grounds, Committee on Public Works, U.S. Senate, Washington, D.C.

DEAR SENATOR CLARK: I am pleased to furnish for the record the answers to Senator William Scott's questions on the National Visitor Center which were given to me at the conclusion of my testimony before the Subcommittee on Public Buildings and Grounds on November 13.

We believe Senator Scott had intended to address three of the questions to the representatives of the bus companies. Since we did not have the information he requested, and after consultation with his staff, we have forwarded

these questions to the bus companies with the request that they respond directly to Senator Scott. A copy of our letter is enclosed.

I am also enclosing for the record our reply to your question regarding exchange of correspondence between this Department and the Environmental Protection Agency (page 59 of the transcript).

Please do not hesitate to call upon us if we can be of further assistance.

Sincerely yours,

DOUGLAS P. WHEELER,
Deputy Assistant Secretary of the Interior.

[Enclosures.]

U.S. DEPARTMENT OF THE INTERIOR,
NATIONAL PARK SERVICE,
NATIONAL CAPITAL PARKS,
Washington, D.C., November 16, 1973.

Mr. J. M. DOBYNS,
*Director, Properties, Greyhound Lines—East,
Cleveland, Ohio.*

DEAR MR. DOBYNS: At the November 13 Senate Public Works Committee hearing on the National Visitor Center and the Intermodal Transportation Terminal, Senator William L. Scott of Virginia, asked that the answers to certain questions be submitted to him for the record.

Had time permitted, we are sure he would have asked the representatives of the bus companies the following three questions, included on his list of 12:

If such a facility were constructed only for the use of school, charter, and shuttle buses, *how much would be needed to construct an adequate adjacent bus-handling facility?*

What is the estimated value of the property now housing the downtown Trailways and Greyhound terminals? Who owns this property?

What would be the cost to Trailways and Greyhound of constructing a new, modern downtown terminal equivalent to the facilities envisioned at the Visitor Center?

Since we were unable to respond, the Committee staff approved our recommendation that these questions be forwarded to you with the request that you respond direct to Senator Scott. By a copy of this letter we are advising the Senator we have done so.

We are required to furnish the answers to the remaining nine questions by November 23.

Sincerely yours,

(Sgd) MANUS J. FISH, Jr.,
Acting Director, National Capital Parks.

1. *What is the status of any Urban Mass Transit Agency grant. How dependent is the project on the UMTA money? What is the basis for such a grant, since the Visitor Center will largely handle inter-city, rather than intra-city, traffic?*

Answer. There have been discussions of an UMTA grant for the Intermodal Transportation Terminal between officials of the Secretariat of the Department of Transportation and the Department of the Interior. On November 5, 1973, Mr. Frank C. Herringer, Administrator, UMTA, advised Mr. Manus J. Fish, Jr., Director, National Capital Parks that his agency had earmarked \$8 million from their FY '74 capital grant funds for this project to be matched by \$2 million non-Federal funds. Mr. Herringer stated that participation in the project was predicated on the receipt and subject to an application from the Government of the District of Columbia, and the fulfillment of all basic legislative and administration requirements.

The staff of the District of Columbia Government, in cooperation with the National Park Service of the Department of Interior, has prepared draft Preliminary Application documents, including an environmental analysis.

The Intermodal Transportation Terminal cannot be funded within the level of funding commitments now available, namely:

	<i>Million</i>
Chessie System-----	\$2.3
Amtrak-----	3.4
Greyhound and Trailways-----	3.0
Total-----	8.7

The projected level of visitation to the Nation's Capital by 1976 and beyond will require the use of urban mass transportation systems to transport the visitors to centers of high tourist interest. There is a METRO Station now under construction at the National Visitor Center, and there will be two stations on that portion of the mass transit system scheduled for completion by 1976 providing access to the Mall. UMTA participation is also supported and based upon commuter use of the facility.

The Intermodal Transportation Terminal providing an interface of: Intercity rail, intercity bus, charter and shuttle bus, the Tourmobile and automobile parking at whatever level is providing, will make available a transit service essential to handling projected visitor volumes. The completion of the METRO system will provide rapid transit connections from outlying fringe visitor parking facilities which appear almost inevitable to satisfy tourist demands during the years ahead.

2. What other capital commitments do you now have from other Federal agencies and private industries?

Answer. The commitments totaling \$8.7 million, listed under (1) above, together with the \$8 million earmarked by UMTA are the only funding commitments now available other than the \$24.7 million available to the Department of the Interior.

3. Would you say that there is a great need for spaces at a National Visitor Center for the parking of private cars or the handling of public transportation vehicles, such as inter-city and charter buses?

Answer. When the plans for the National Visitor Center were presented to the Congress in 1967, it was proposed that a parking facility of up to 4,000 cars and/or buses be provided. We recognized at that time that this capacity would not meet Bicentennial needs, and plans were developed to include overflow satellite parking at the Robert F. Kennedy Stadium and elsewhere in the Metropolitan area.

Since that time environmental protection legislation has been enacted by the Congress. There have also been several serious air alerts in the Washington Metropolitan Area causing great concern for air quality in both the public and private sector. In addition the Metropolitan Washington Council of Governments has completed a Bicentennial Transportation Study for the National Capital Area. It estimates 35 million people will be visiting the Nation's Capital in 1976—70% arriving by automobile.

Looking ahead, we would be less than candid if we did not state that we feel great emphasis should be placed on providing facilities at the National Visitor Center to provide public transportation for visitors. This would include charter and shuttle buses as well as intercity rail and bus, METRO and Tourmobile. It would still be our hope that the garage could be completed when funding is available and air quality standards can be met. Since the hearings on November 13, steps have been taken to increase its size to accommodate about 1,200 cars.

4. If such a facility were constructed only for the use of school, charter, and shuttle buses, how much would be needed to construct an adequate adjacent bus-handling facility?

Answer. We have requested the bus companies to respond directly to Senator Scott.

5. The current plan contemplates the inclusion of terminals at the Center for the Greyhound and Trailways bus companies. What are the direct costs associated with construction of such terminal facilities?

Answer. While these costs are not easily assigned, we believe they would be in the range of \$5 million—\$10 million.

6. What is the estimated value of the property now housing the downtown Trailways and Greyhound terminals? Who owns this property?

Answer. We have asked the bus companies to respond directly to Senator Scott.

7. Assuming that the Congress adopted language allowing the private bus companies to use the facility as a downtown terminal do you believe that a \$3 million capital construction by Greyhound and Trailways would fully cover their share of the allocated costs of the project?

Answer. We do not believe a \$3 million capital contribution by the bus companies would cover the cost of structures required to include bus docks and access, and their share of the costs of the combined rail/bus terminal.

8. *It has been suggested that the private bus companies should use facilities at the Center as a spur stop only, locating their main D.C. terminal facilities elsewhere. What would be the cost to include such a stopping point, rather than a full terminal?*

Answer. The National Park Service has supported the National Capital Planning Commission's concept for an Intermodal Transportation Terminal in the Union Station area. We agree that the existing New York Avenue and 12th Street terminals of the two bus companies provide an inadequate and below standard entrance to the Nation's Capital for intercity bus patrons. We also concurred in the concept that it would be in the best interest of the city, the visitor and the National Visitor Center to encourage the visitor to use public transportation to the Nation's Capital—especially those from the northeast corridor—leaving their automobiles at home.

If a bus terminal were located elsewhere, with a stop or shuttle service at the National Visitor Center, it would be physically possible to locate a spur stop at or near the National Visitor Center. In considering this alternative, however, it should be remembered that the two companies now have an average of about 381 daily arrivals at their present terminals. The Intermodal Terminal plan calls for bus docks below the garage accessible by ramps from H Street. A spur stop would probably involve the use of Columbus Plaza, which would create a critical traffic problem on this complex street system.

9. *What would be the cost to Trailways and Greyhound of constructing a new, modern downtown terminal equivalent to the facilities envisioned at the Visitor Center?*

Answer. We have requested the bus companies to respond directly to Senator Scott.

10. *How much is Amtrak committed to contribute to the project at this time? How much have they spent so far? How many Metroliner passengers used the Washington Terminal during fiscal 1973?*

Answer. Amtrak is verbally committed to \$3.4 million. No funds have been expended on construction of the Intermodal Transportation Terminal. There were 1,772,000 intercity rail passengers including Metroliner passengers using Union Station in calendar year 1972. In addition there were 897,520 commuters, giving a total of 2,669,520.

11. *At what cost would the present agreement allow the government to buy the entire station complex and take over full responsibility for implementing the project.*

Answer. If we were to purchase the property immediately when completed, it would cost the government \$43,050,000 plus any prepayment penalty on the first mortgage.

Below are the purchase prices for other selected years:

Present cost:	
Represents appraised value of property-----	\$27, 050, 000
Represents railroad investment in construction-----	16, 000, 000
Total -----	43, 050, 000
2d year-----	42, 256, 700
3d year-----	41, 417, 500
4th year-----	40, 529, 500
5th year-----	39, 590, 000
6th year-----	38, 595, 500
10th year-----	32, 676, 000
15th year-----	24, 789, 000
20th year-----	14, 209, 800
24th year-----	3, 191, 000

We may also have to pay excess real estate taxes after the first year as per agreement.

12. *What options are available? What could be built for \$24,700? What could be built if the Center also received UMTA grant? What could be built if no UMTA money were available, but Amtrak and bus money were added to the project?*

Answer. Option I—National Visitor Center—Following the Senate hearings on November 13, officials of the Department of Interior developed the following

alternative construction program for the \$24.7 million available funding (\$16 million railroad; \$8.6 million public) :

1. The main slab and three levels of parking on the west side of the garage with a capacity for about 1,200 cars.

2. The east ramp to provide access for Tourmobile and other vehicles.

3. At present funding levels this would leave approximately \$4 million for the conversion of Union Station.

Under this option the Department would request additional appropriation to complete the conversion of Union Station. The required funding for this purpose would be in the range of \$10-\$12 million.

Option II—Intermodal Transportation Terminal—An UMTA grant (now earmarked at \$8 million level) would be applied to the Intermodal Transportation Terminal. These funds, plus the \$8.7 million committed by the railroads, Amtrak and bus companies would provide \$16.7 million for the Intermodal Terminal. The funding and design of the Intermodal Terminal rests with the carriers and the Department of Transportation—although plans are subject to the approval of the Secretary of the Interior and other review agencies. It would appear, however, that the cost of the Intermodal Transportation Terminal would be in the range of \$20-\$22 million. We do not believe an Intermodal Terminal, including intercity bus accommodations, could be built without an UMTA grant, or greatly increased Chessie, Amtrak and bus company financial participation.

Senator SCOTT. I have also a question raised by a member of the press covering the hearing. I will not attempt to clarify it, but I would ask it so that you will be correctly reported today. Let me just read the question and ask your response to it.

The unit cost of each parking space at a \$16 million cost would range from \$20,000 for 800 spaces to \$64,000 for 250 spaces. This doesn't figure in the bus facility.

Would you comment on the total cost for parking and the cost per space?

Mr. WHEELER. \$16 million is not the cost of parking, Senator. It would be closer to \$11 million. The unit cost would result from dividing 250 or 800 into \$11 million. I must suggest to the press and the committee, if I might, that that unit cost figure does not properly reflect costs for parking because it includes the costs for the bus ramp and staging area which must also be built as part of the parking space. We cannot separate parking spaces from the necessary support facilities. We are building a platform over the tracks which will be used for a variety of purposes.

Senator SCOTT. You are saying, Mr. Wheeler, that even the \$11 million with the \$5 million for renovation of the existing station, even when we are talking about \$11 million, that covers other than parking spaces?

Mr. WHEELER. Yes; it does.

Senator SCOTT. So you wouldn't get the cost per space by dividing the number of parking spaces?

Mr. WHEELER. Not accurately, no.

Senator SCOTT. Generally speaking, what else is included other than parking spaces?

Mr. WHEELER. As we have already described, the first phase of construction entails an elevated platform, which is built on very heavy foundations to later accommodate additional parking and/or the intermodal facility.

Senator SCOTT. But the ramp is only necessary if you are going to have parking; is that accurate?

Mr. WHEELER. No; because the tracks themselves, Senator, would have to be covered over. It is a question of whether you build a lightweight ramp or a heavyweight ramp.

Senator SCOTT. Let's get away from the press for a moment and let me ask you another question. You talked about the track relocation. As I understood from seeing the model that you showed me, the tracks are being relocated, at least part of them, so that they will be to the rear of the present Union Station. Are we locked into doing that now? Have they actually been relocated? Have contracts been let for their relocation?

Mr. WHEELER. Yes; relocation is underway, Senator.

Senator SCOTT. Whose idea was it that these tracks be relocated? I think, in all candor as I said privately, this was a wasteful process, to relocate these tracks. Whose idea was that?

Mr. WHEELER. I assume, in fact I know, that it would be an idea subscribed to by the railroads, Senator, and again, I am assuming that they want to build a modern facility at a location other than that which they now occupy.

Senator SCOTT. Let me ask this. Originally, we were going to authorize, and the Congress did authorize, \$5 million for the renovation of the station and \$11 million for the parking spaces and buses. This was going to be financed privately with the Federal Government guaranteeing the loan. Then the Federal Government was going to enter into a lease, a 25-year lease, at a cost of something over \$3 million a year. At the end of that 25 years then the ownership would pass to the Federal Government. Is this fairly accurate?

Mr. WHEELER. That is accurate with the one exception, I think, that we do not actually guarantee the loan. The loan guarantee, as it were, is in the form of our lease agreement with the railroads.

Senator SCOTT. In other words, they have a good tenant and they can go ahead and do it.

Mr. WHEELER. That is correct.

Senator SCOTT. Then if the loan is not guaranteed, is there something in the contract that the Federal Government would still get good title if something happened to the railroads or the Washington Terminal Co., that they didn't pay the people? Are we guaranteed a good title?

Mr. WHEELER. I think I better ask Mr. Hanslin to answer that question.

Mr. HANSLIN. Senator, any time during the period of the 25-year lease the Government may choose to pay off the mortgage that the railroad has on the property and the Government will thereby become the owner. In fact, that is what we are doing over the 25-year lease so that at the end of the 25-year lease we will be able to purchase the property, we have an option to purchase the property, for \$1.

Senator SCOTT. In other words, if the Washington Terminal Co. doesn't meet its obligations, we can meet the obligations and acquire the fee title; is that what you are saying?

Mr. HANSLIN. Yes.

Senator SCOTT. Mr. Wheeler, let's get away from cost for a minute and get back to something I alluded to earlier. Suppose all you were thinking about was accommodating these visitors coming into the Na-

tion's Capital. Could you give us just some broad idea as to what you feel would be an ideal center if nobody was bothering you and you had a complete rein?

What are we talking about? What would be the ideal? I think, frankly, we have to know your thinking along this line before we can come up with other answers as to what is a practical thing to do. Ideally, what would you like to have, in just a few words, a broad concept? Ideally, would you want 4,000 parking spaces? Ideally, would you want the bus terminal there? What do you envision if you had complete control over this situation as an ideal visitor center?

Mr. WHEELER. Ideally, and it is somewhat difficult for me to separate—

Senator SCOTT. Assume the Department of Transportation doesn't have a thing to do with it or the Environmental Protection Agency. All you are interested in is an ideal visitor center. What would you do?

Mr. WHEELER. I think I would look to three elements. First, the Visitor Center reception facility as has been shown to you today. I think the real and the ideal there are very close to being the same thing. We have planned an ideal facility that also happens to be in our judgment quite realistic in terms of our capabilities. I think ideally we would welcome the intermodal transportation concept because it would be the first of its kind in the country. It would certainly be a service to visitors to the Nation's Capital.

Senator SCOTT. You are talking about the citizen coming in in his automobile if he chooses?

Mr. WHEELER. No. I am talking about mass transportation as element two of the project.

Senator SCOTT. When will the Metro be completed to service this area?

Mr. WHEELER. Construction of that station is under way. I expect it will be completed by 1975.

Senator SCOTT. But after you get the station completed, where are people going to get on it? You could have a station completed and not go anywhere. When is Metro going to be able to be there? You talk about satellite parking places. When is the complete unit going to be ready so it could be used?

Mr. WHEELER. Let me answer two questions that I think I heard. Metro, the subway system, will be at least partially operational in 1975 and in additional increments from then on. We would provide a link to satellite parking without question in 1976, at the same time the Visitor Center becomes operational. Let me move to a third element.

Senator SCOTT. Wait a minute. Are you saying you would provide satellite parking from another Metro station so that people could use the subway to go from the satellite parking to the Union Station or the Visitor Center?

Mr. WHEELER. Yes, where those Metro facilities are available and those stations have been constructed.

Senator SCOTT. Is that feasible by this 1976 date that you seem to be shooting at?

Mr. WHEELER. In some areas where the stations will be complete, yes, it will be feasible. I understand, for instance, that the National Airport facility will be operational by then. But where we could not

rely on the subway, we would have to rely on buses from satellite parking areas.

Senator SCOTT. You are saying ideally that regardless of the cost, you don't want to have 4,000 parking spaces for the visitor? Is that what you are saying if you had your preferences on this?

Mr. WHEELER. I think I would have to answer that question in the affirmative, Senator; yes.

Senator SCOTT. Suppose we have a clean engine by that time and we don't have any pollution from the automobile. We have had these major automobile companies in here talking with us along this line.

Would you still not want the automobile, even a clean automobile, to come into the intercity?

Mr. WHEELER. Obviously, a clean automobile, if that is possible within the next few years, would alleviate our problems considerably, but there are two others. One is the congestion caused by large numbers of private automobiles and the second is the fact that no matter how clean our cars are we will have very little gasoline, if I read my own Department correctly, in the next 2 or 3 years.

Senator SCOTT. I don't share your fear in this regard. I think we have a challenge that we will meet in the next few years. I certainly hope that is true.

But, I appreciate your sharing your thoughts with me. Let me ask this: As I understand, and correct me if I am wrong, you want the same amount of money that was authorized this spring, but you are going to do less with it. Is that a fair statement?

Mr. WHEELER. There are two options. It is certainly conceivable that because of the cost escalation that has occurred since that authorization was made, we will not be able to do as much with it as we had hoped.

The second option, and this is something that I think we would look to the committee for guidance on, is that some of those moneys otherwise available for the Visitor Center might be diverted to providing additional parking.

Senator SCOTT. The cost of the parking for from 200 to 800 spaces is how much?

Mr. WHEELER. The figure ranges from \$12 million to \$16 million; \$16 million, I understand, is not a firm figure.

Senator SCOTT. Who would use these spaces?

Mr. WHEELER. As we responded to Senator Clark, the spaces would be used to the extent they are available by visitors. I think we have to anticipate that some would be used by people associated with the operation of the facility and some are going to have to be devoted to use as a staging area for buses, both intracity and charter buses.

Senator SCOTT. Let's run through that again because I didn't grasp the whole thing. You are saying that people who would work at the facility would use the parking?

Mr. WHEELER. Mr. Fish tells me I am wrong on that score. He is going to put them somewhere else.

Senator SCOTT. You are going to put the employees somewhere else?

Mr. WHEELER. It looks that way.

Senator SCOTT. If you two gentlemen would confer, let us know just what these spaces would be used for. Run through it again for me, if you will.

Mr. WHEELER. I think if you can visualize or recall the model of the facility, Senator, the platform area will be divided in use between charter bus, city bus, tourmobile, school bus, and visitor parking.

Senator SCOTT. You are saying buses of all kinds is one thing?

Mr. WHEELER. With the one exception of intercity bus, the Greyhound and Trailways. They would not make use of this particular facility. Other bus use must be combined with visitor parking.

Senator SCOTT. Excuse me. You are saying if the visitor takes his car space and there is extra space, any visitor can use it to the extent the space is available? Is that what you are saying?

Mr. WHEELER. Yes, sir.

Senator SCOTT. It may be if you had it in use today you might meet the desires of the visitor, this not being a peak season for visiting. There would be some seasons of the year when perhaps there would be adequate space.

Mr. WHEELER. This is a seasonal situation. You are right, Senator. I don't know whether that peak and valley situation will level off during the Bicentennial, but I assume it will tend to be more constant. In no event could we today or 2 years from now accommodate every visitor who sought a parking space in the city of Washington.

Senator SCOTT. And you would charge people for parking at this facility?

Mr. WHEELER. Yes, sir.

Senator SCOTT. And you would do that on the basis of some sort of a contract? The Government would give a franchise to someone and they would operate the facility?

Mr. WHEELER. Yes. It would be a concession arrangement.

Senator SCOTT. Mr. Chairman, I don't believe I have further questions. We do have other witnesses.

Senator CLARK. Thank you very much for your presentation.

Mr. WHEELER. Thank you, Senator.

[The agreement and lease previously referred to by Mr. Wheeler on p. 47 follows:]

[CONFORMED COPY]

Agreement

between

THE UNITED STATES OF AMERICA

and

TERMINAL REALTY BALTIMORE CO.

and

TERMINAL REALTY PENN CO.

March 1, 1972

NATIONAL VISITOR CENTER

AGREEMENT
between
THE UNITED STATES OF AMERICA
and
TERMINAL REALTY BALTIMORE CO.
and
TERMINAL REALTY PENN CO.

AGREEMENT, made as of March 1, 1972, by and between the UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior ("Secretary" hereinafter), and TERMINAL REALTY BALTIMORE Co., 2 North Charles Street, Baltimore, Maryland 21201, and TERMINAL REALTY PENN Co., Six Penn Center Plaza, Philadelphia, Pennsylvania 19104, corporations organized and existing under the laws of the District of Columbia ("Owners" hereinafter),

WITNESSETH:

WHEREAS, the 90th Congress by Public Law 90-264 authorized the Secretary to negotiate and enter into leases and agreements, as therein provided, with The Washington Terminal Company ("Terminal" hereinafter), its successors or assigns, the owners of the property in the District of Columbia known as Union Station; and

WHEREAS, the term "Union Station", as hereinafter used in this agreement, means, unless the context otherwise requires, the land (with the improvements thereon) more particularly described as Parcel I in the property description annexed as Exhibit "A-Revised" to this agreement; and

WHEREAS, the Terminal, by action of its Board of Directors on September 13, 1968, determined that it was no longer necessary or expedient to retain for use in its railroad passenger terminal operations the Union Station, and the land (with the improvements thereon) northerly of and adjacent to the Union Station, described as Parcels II and III in the property description annexed as Exhibit "A-Revised" to this agreement, and the Owners thereafter became, and now are, the owners of said Parcels I, II and III, and they are willing to enter into leases and agreements in respect thereof, as provided in said Public Law 90-264; and

WHEREAS, on the 18th day of December, 1968, the parties hereto entered into an agreement and lease ("Agreement" and "Lease" hereinafter) which provides, amongst other things, that the Owners will arrange for alterations of the Union Station Building as a facility for visitors to the Nation's Capital, and will further arrange to construct a parking facility, and that the Secretary will lease from the Owners for a term of 25 years the premises, with the alterations and construction provided for in the Agreement; and

WHEREAS, Penn Central Transportation Company ("Penn Central"), the corporate parent of Terminal Realty Penn Co. and its only source of credit, entered reorganization under Section 77 of the Bankruptcy Act on June 21, 1970, in the United States District Court for the Eastern District of Pennsylvania (the "Reorganization Court") and Terminal Realty Baltimore Co. and its corporate parent, The Baltimore and Ohio Railroad Company, propose to enter into a National Visitor Center Project Management Agreement with Terminal Realty Penn Co., et al. (the "Management Agreement"), and a Consent and Agreement with Terminal and the Reorganization Trustees of Penn Central (the "Consent and Agreement"), whereby The Baltimore and Ohio Railroad Company will, for compensation from Terminal Realty Penn Co., assume responsibility for continuing with said proposed alterations, construction and lease on their credit alone for the account of both Owners; and

WHEREAS, in the Agreement the Owners and the Secretary mutually agreed that the commencement and performance of the undertakings set forth in the Agreement were subject to financing the cost of said alterations and construction at an annual interest rate not to exceed seven percent; and

WHEREAS, the Owners now find that due to inflation and other economic factors over which the Owners have no control, financing the cost of said alterations and construction cannot be accomplished at a seven percent annual interest rate in the foreseeable future; and

WHEREAS, the Owners desire to continue the project as described above, but in order to do so must obtain both interim construction financing and permanent financing for said alterations and construction at the best interest rates available, which shall be no less favorable than the rates set forth in the "Application for Construction Mortgage Loan Commitment" and "Application for Mortgage Loan Commitment" of The Baltimore and Ohio Railroad Company to A. Barton Lewis & Co., Inc., dated January 24, 1972, marked Attachments 1 and 2 affixed hereto and made a part hereof, and be com-

pensated for the increase in interest rates, and must commit for such financing before continuing with the project, such commitments to be on terms no less favorable than those terms set forth in the aforementioned Attachments 1 and 2 which include changes in said lease understood to be required by the financing sources proposing to provide such commitments; and

WHEREAS, certain changes and additions to the Agreement and Lease are required to obtain the most favorable rate of interest available in the current market; and

WHEREAS, it is desirable to further define the words "the total cost of all the alterations and construction referred to in subparagraphs a. and b. of Paragraph 1, which is understood to include all costs incidental thereto" appearing in subparagraph a. of Paragraph 3 of the Agreement, and the parties desire to express more specifically their understanding and agreement respecting the aforesaid term, "all costs incidental thereto"; and

WHEREAS, the Secretary has determined that it is in the best interest of the Government to proceed with the project, and has further determined that for purposes of clarification and in order to assure completion of the project in compliance with Public Law 90-264 certain changes are required to be made in the aforementioned Agreement and Lease and in each Exhibit thereto (comprising in all Exhibits "A", "B", "C" and "D" thereto):

NOW, THEREFORE, IN CONSIDERATION of the mutual agreements herein set forth, and other good and valuable consideration, the parties hereto agree that said Agreement and Lease are hereby deleted in their entirety, and in lieu thereof the parties do hereby agree that Exhibit "A" to said Agreement, description of the premises, is hereby deleted in its entirety and Exhibit "A-Revised" hereto is hereby substituted in lieu thereof; that Exhibit "B" to said Agreement, being the aforesaid Lease, Standard Form 2, as amended, is hereby deleted in its entirety and a revised "U. S. Government Lease for Real Property" dated as of March 1, 1972 is hereby substituted in lieu thereof, a copy being affixed hereto and marked Exhibit "B-Revised"; that Exhibit "C" to said Agreement, "Option to Purchase Real Property", is hereby deleted in its entirety and a revised "Option to Purchase Real Property" is hereby substituted in lieu thereof, a copy being affixed hereto and marked Exhibit "C-Revised"; and that Exhibit "D" to said Agreement, "Tax Clause Rider", is hereby deleted in its entirety and a revised "Tax Clause Rider" is hereby sub-

stituted in lieu thereof, a copy being affixed hereto and marked Exhibit "D-Revised"; and the parties do hereby further covenant and agree as follows:

1. The Owners will, subject to the terms and conditions of this agreement and especially the conditions set forth in Paragraph 3,

a. arrange to make such alterations (including repairs and refurbishing) of the Union Station Building as the Secretary determines necessary to provide adequate facilities for visitors;

b. arrange to construct a parking facility, including necessary approaches and ramps, to accommodate as nearly as possible 4,000 motor vehicles in the area of said Parcel #2;

c. lease to the Secretary the property described in Exhibit "A-Revised", including Union Station altered pursuant to subparagraph a. of this Paragraph 1 and the parking facility as constructed, for a term of 25 years in accordance with the provisions of Exhibit "B-Revised";

d. accept as the rentals the fair rental value of the property, as mutually determined by the Secretary, the Administrator of General Services, and the Owners, and expressed in Paragraph 4 hereof;

e. in accordance with the terms and conditions of Exhibit "C-Revised", "Option to Purchase Real Property", and Paragraph 10 hereof, give the Secretary the option to purchase all of the property leased; and

f. arrange (or provide for the Terminal to arrange) for the construction of a new railroad passenger station as contemplated by said Public Law 90-264.

2. The Secretary will lease from the Owners for a term of 25 years the premises described in Exhibit "A-Revised", with the alterations and construction referred to in subparagraphs a. and b. of Paragraph 1, in accordance with the lease provisions herein referred to and at the rentals referred to in subparagraph d. of said Paragraph 1.

3. The Owners and the Secretary mutually agree that

a. The total cost of all the alterations and construction referred to in subparagraphs a. and b. of Paragraph 1, which is understood to include all costs incurred for the completion of the

project as contemplated by Public Law 90-264, including without limitation contract work and all other direct builders' costs, placement fees and legal fees for placing construction financing and first mortgage financing, charges for searches, title insurance, any insurance required by mortgagees, surveys, credit reports, mortgage papers, appraisals, documentary stamps, recording, interest during construction, architectural and engineering fees, tax increases during construction attributable to such construction, contract management, contract insurance, and all other charges incidental and necessary to the completion of the project, shall not exceed \$16,000,000 and the total cost (as understood above) of all the alterations referred to in subparagraph a. of Paragraph 1 shall not exceed \$5,000,000, and not more than such amounts shall be required to be spent for such alterations and construction; *provided* that if, for any reason, either of said cost limits is exceeded, the Owners shall absorb the excess and the Secretary shall in that event nevertheless take occupancy upon certification under Paragraph 7 of this agreement and pay the rentals herein prescribed;

b. no rental payments shall include a return of or on any sum that may be spent by the Owners or the Terminal for design, architectural or engineering services, and construction or strengthening of structures and facilities, not required to provide the alterations of Union Station Building as a Visitor Center or to provide the parking facility pursuant to subparagraphs a. and b. of Paragraph 1, including but not limited to sums applicable to the construction of the aforesaid new railroad passenger station and a transit station, and the heliport referred to in said Public Law 90-264 and facilities related thereto; *provided, however*, that if the Secretary in his discretion requires the inclusion in the parking facility of design and construction features intended to permit future provision of additional parking spaces or of a heliport, he will cause to be provided all additional funds required therefor. The Secretary shall have the right to audit the records of the Owners and the Terminal covering payments and charges made under said subparagraph a. of this Paragraph 3;

c. the Owners shall not be obligated to proceed with the aforesaid alterations and construction unless they shall have received a firm bid or bids, by a responsible contractor or contractors, supported by performance and completion bonds in form and substance satisfactory to the Owners, with a recognized surety company, permitting, in the opinion of the Owners, completion of the project

within the cost limits specified in subparagraph a. of this Paragraph 3 and assuring completion of the project and fitness for full occupancy by the Secretary under lease as aforesaid within three years from the letting of the construction contract(s);

d. if the plans and specifications approved pursuant to Paragraph 6 do not, in the opinion of the Owners, produce bids permitting completion of the project within the cost limits referred to in subparagraph a. of this Paragraph 3, the Owners shall arrange for modified plans and specifications satisfactory to the Secretary involving a scaling down of the alterations and construction, if necessary, as many times as may be required to produce an acceptable bid permitting, in the opinion of the Owners, completion of the project within said cost limits; and

e. the alterations and construction referred to in subparagraphs a. and b. of Paragraph 1 shall be performed under contracts which conform to the provisions of Paragraphs 9, 10, 12, 13 and 14 of the lease, Exhibit "B-Revised" hereto.

4. Annual rental for the entire completed facilities shall not exceed \$3,500,000 and shall be computed as follows (the result of which computation is hereby agreed to be the fair rental value of the property):

If the Owners are required to pay seven and one-half percent per annum on the money borrowed for said alterations and construction, the annual rental rate shall be \$3,338,127.04 plus real estate taxes in excess of \$125,538.54, computed and reported in accordance with Exhibit "D-Revised".

However, the Owners shall use their best efforts to secure the required money at the most favorable rate obtainable and any saving shall be reflected in a reduction of the annual rental.

5. Selection of, and contracting with, all Architects, Engineers, and Design Consultants for said alterations and construction have been accomplished in accordance with Paragraph 5 of said Agreement of December 18, 1968. However, if any further selection of or contracting with any such Architects, Engineers or Design Consultants is hereafter necessary for any reason, the Secretary shall promptly select the same and notify the Owners of such selection. Within 30 days after such notification, the Owners shall notify the Secretary if they have been unable to conclude contracts satisfactory to the Owners based upon proposals submitted by such selectees. In that event the Secretary shall make alternate selection.

6. Design Concepts and Plans and Specifications developed by the aforementioned selectees under the direction and supervision of the Owners shall be submitted to the Secretary for his approval. Said approval and/or comments shall be furnished the Owners no later than 30 days after receipt. Upon receipt of said approval, it shall be the responsibility of the Owners to award all necessary contracts containing provisions not inconsistent with Public Law 90-264, especially Section 110, and with subparagraph e. of Paragraph 3 of this agreement.

7. Upon certification by the Architects to both parties that the total facilities are substantially completed and are available for public use, the Secretary shall take occupancy and commence total rental payments.

8. The Owners and the Secretary mutually agree that, during the term of the lease, any and all revenues accruing from the operation of the premises demised in the lease shall accrue to the Secretary, and the Secretary shall control, operate and maintain such demised premises at his sole cost and expense. Appropriate provisions to the foregoing effect shall be included in the lease. The preceding provisions of this Paragraph 8 shall be without prejudice to the rights of the Owners and the Secretary to enter into voluntary agreements for division of costs and expenses of any facilities and services jointly used or furnished one to the other, in and about such demised premises, or the new railroad passenger station, and other adjacent properties. As soon as possible after execution of this agreement, the Owners and the Secretary shall use their best efforts to develop a written agreement with the Terminal, providing for allocation of control and responsibility in respect to anticipated items of design, construction, operation and maintenance that will jointly concern the demised premises and said new railroad passenger station.

9. The Owners and the Secretary mutually agree that the commencement and performance of the undertakings set forth in this agreement are subject to financing the cost of said alterations and construction on rates and terms no less favorable than those reflected in Attachments 1 and 2 hereto, and that the Owners will proceed with such undertakings as promptly as feasible, subject to the obtaining of all necessary approvals and authorizations by any Federal, State, or local governmental or quasi-governmental body or agency having applicable jurisdiction (including, without limitation, Interstate Commerce Commission approval of any carrier issuance or

guaranty of securities, Reorganization Court approval of the Consent and Agreement, and approvals by bodies or agencies concerned with zoning, planning, building or traffic) that might prevent, frustrate or embarrass the accomplishment of the purposes of this agreement; *provided, however*, that the parties shall, in mutual cooperation, devote their best efforts to obtaining such approvals and authorizations.

10. The Secretary shall have the option to purchase fee simple title to the property to be leased pursuant to Paragraph 2 hereof, any time after the first year of the lease, on one year's written notice to the Owners. From the time the Secretary gives notice of the exercise of said option to purchase and until the time of closing of the purchase, the relationship between the parties hereto shall remain as Lessor and Lessee under the terms and conditions of the lease.

All rentals paid, except that portion representing tax escalation, shall have been applied by the Owners (except to the extent, if any, applied to other claims under due authority of the lease) to meet the obligations (both principal and interest) of the mortgage or mortgages placed on the property, which shall consist of a first mortgage to amortize from the time of occupancy by the Secretary \$16,000,000 principal over a 25-year period at no more than seven and one-half percent per annum, computed monthly, and may also include a second mortgage to amortize \$27,050,000 principal over a 25-year period, at five percent per annum, computed annually (which second mortgage may consist of two second mortgages, each in the original principal amount of \$13,525,000, one made by Terminal Realty Baltimore Co. to The Baltimore and Ohio Railroad Company, its successors and assigns, and the other made by Terminal Realty Penn Co. to the Penn Central Reorganization Trustees, their successors and assigns), said one or two second mortgages being hereinafter called "the second mortgage" or "the \$27,050,000 mortgage", and said first mortgage and the second mortgage being hereinafter collectively called "the aforementioned mortgages" or "said two mortgages".

The Secretary shall have the right to exercise his option in either of the following two methods, each of which provides for credit for a portion of the rentals paid:

a. It is hereby agreed that, upon the exercise of the option, the Secretary has the right to purchase the aforesaid property for the aggregate unpaid balances on date of closing of title, of the aforemen-

tioned mortgages, plus (a) the amount payable as a prepayment charge, if any, under the terms of the \$16,000,000 mortgage, and (b) amounts, if any, paid for real estate taxes which would have been included in the rentals by operation of the Tax Clause Rider (Exhibit "D-Revised" hereto and to the form of lease which is Exhibit "B-Revised" hereto) but for the limit of \$3,500,000 set forth in Section 102 (7) of Public Law 90-264, provided, however that, in the event Owners have not placed all of the aforementioned mortgages on the aforesaid property, or that such aforementioned mortgages, or any thereof, are paid or prepaid in an amount different than set forth in the preceding paragraph hereof, the purchase price shall be computed as if the Owners had placed such mortgages on the aforesaid property and amortized such mortgages amounting to \$43,050,000 in accordance with the preceding paragraph hereof and, unless otherwise agreed with the Secretary, the Owners will at or prior to the time of closing of the purchase cause the second mortgage to be placed on such property (or will amend the second mortgage if previously placed) so as to conform to the interest and amortization provisions of the preceding paragraph. It is agreed that the \$27,050,000 mortgage shall have no penalty for prepayment; or

b. It is hereby agreed that, upon the exercise of the option, the Secretary has the right to purchase the aforesaid property for the sum of \$1.00 plus amounts, if any, paid for real estate taxes which would have been included in the rentals by operation of the Tax Clause Rider but for the limit of \$3,500,000 set forth in Section 102 (7) of Public Law 90-264, said purchase being subject to the aforementioned mortgages; the obligations (both principal and interest) of said mortgages to continue to be met by the application of the payments formerly made as rental as referred to in Paragraph 4 hereof and in Paragraph 3 of the form of lease which is Exhibit "B-Revised" hereto, which the Secretary shall continue to pay to the mortgage holders as an absolute and unconditional obligation until the mortgages are retired by payment in full after 25 years or prepaid and retired at any time during their term by payment by the Secretary of the aggregate unpaid balances plus the amount payable as a prepayment charge, if any, under the terms of the \$16,000,000 mortgage. It is agreed that the \$27,050,000 mortgage shall have no penalty for prepayment.

From and after the closing on the fee purchase under either of the above option methods, the Owners shall have no further obligations as Lessor under the Lease, and, in the event of fee purchase

under option b. above, the Owners agree to use their best efforts to have said two mortgages provide that, from and after such closing, no insurance shall be required for the protection of the holders of said mortgages.

11. The Owners hereby agree to use their best efforts to accelerate the commencement and performance of the construction and alteration work provided for in this agreement, it being understood that the actual work of construction and alterations may be legally required to be preceded by the recordation of a mortgage for financing the cost thereof.

12. This agreement shall take effect upon its execution by the parties and the execution of the Management Agreement and the Consent and Agreement.

13. Terminal Realty Baltimore Co. doth hereby constitute and appoint JOHN W. HANIFIN to be its Attorney for and in its name and as and for its corporate act and deed to acknowledge this agreement; and Terminal Realty Penn Co. doth hereby constitute and appoint F. J. GASPARINI to be its Attorney for and in its name and as and for its corporate act and deed to acknowledge this agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement as of the day and year first above written.

[Corporate Seal]

TERMINAL REALTY BALTIMORE Co.

ATTEST:

By JOHN W. HANIFIN

President

T. H. KEELOR

Secretary

TERMINAL REALTY PENN Co.

[Corporate Seal]

ATTEST:

By F. J. GASPARINI

President

R. W. CARROLL

Secretary

UNITED STATES OF AMERICA

[Seal of the Department
of the Interior]

By ROGERS C. B. MORTON

Secretary of the Interior

Documents attached:

Attachment "1": Application for Construction Mortgage Loan
Commitment

Attachment "2": Application for Mortgage Loan Commitment

Exhibit "A-Revised": Description of Premises

Exhibit "B-Revised": Form of Lease

Exhibit "C-Revised": Form of Option to Purchase Real Property

Exhibit "D-Revised": Tax Clause Rider

CITY OF WASHINGTON }
DISTRICT OF COLUMBIA } ss:

I, CHARLOTTE E. DOUGLAS, a Notary Public in and for the District of Columbia, do hereby certify that JOHN W. HANIFIN, who is personally well known to me as the person named as the attorney in fact of Terminal Realty Baltimore Co. in the foregoing and annexed Agreement, bearing date as of March 1, 1972, personally appeared before me in said District and as attorney in fact as aforesaid, and by virtue of the power vested in him by said Agreement, acknowledged the same to be the act and deed of Terminal Realty Baltimore Co., one of the parties thereto.

Given under my hand and seal this 21st day of September, A.D. 1972.

CHARLOTTE E. DOUGLAS
Notary Public.

[Seal]

My commission expires March 31, 1974.

CITY OF WASHINGTON }
DISTRICT OF COLUMBIA } ss:

I, CHARLOTTE E. DOUGLAS, a Notary Public in and for the District of Columbia, do hereby certify that F. J. GASPARINI, who is personally well known to me as the person named as the attorney in fact of Terminal Realty Penn Co. in the foregoing and annexed Agreement, bearing date as of March 1, 1972, personally appeared before me in said District and as attorney in fact as aforesaid, and by virtue of the power vested in him by said Agreement, acknowledged the same to be the act and deed of Terminal Realty Penn Co., one of the parties thereto.

Given under my hand and seal this 21st day of September, A.D. 1972.

CHARLOTTE E. DOUGLAS
Notary Public.

[Seal]

My commission expires March 31, 1974.

CITY OF WASHINGTON }
 DISTRICT OF COLUMBIA } SS:

I hereby certify that on this 21st day of September, 1972 before me, the subscriber, a Notary Public in and for the District of Columbia, personally appeared Rogers C. B. Morton, to me known and by me duly sworn, and did depose and say that he is the Secretary of the Department of the Interior of the United States of America, acting on behalf of the United States in the foregoing Agreement dated as of March 1, 1972; that he knows the seal of the Department of the Interior of the United States of America, and that the seal affixed to said instrument is the official seal of the Department of the Interior and was affixed thereto by his order; that said instrument was signed and sealed on behalf of the United States of America by virtue of the legal authority vested in him and that he acknowledged the said instrument to be the act and deed of the United States of America for the purpose therein expressed.

CHARLOTTE E. DOUGLAS
 Notary Public.

[Seal]

My commission expires March 31, 1974.

ATTACHMENT "1"

A. BARTON LEWIS & CO., INC.

APPLICATION FOR CONSTRUCTION MORTGAGE
LOAN COMMITMENT

Dated: January 24, 1972

IN CONSIDERATION of the Agreement of A. Barton Lewis & Co., Inc. ("Lewis") hereby, to endeavor to procure a construction mortgage commitment for the undersigned, the undersigned hereby requests and authorizes Lewis to procure a construction mortgage loan commitment from one or more recognized financial institutions to be approved by the undersigned, whose approval will not be unreasonably withheld, and if disapproved will be only for reasons specified in a written notice of disapproval, to be secured as a first lien on premises known as Union Station, Washington, D. C. as improved to become the National Visitors Center as contemplated in An Act of Congress designated Public Law 90-264.

The commitment is to provide for a loan in the principal amount of not less than \$16,000,000 for the construction period of approximately 40 months, and with interest not exceeding $1\frac{1}{2}\%$ above prime rate in New York City, (the average of the prime rates established by Chase Manhattan Bank, Morgan Guaranty Trust Co., First National City Bank and Bankers Trust Co., which shall be fixed as of the date of the commitment or which shall float with that average, changing only on the first day of each calendar month and remaining fixed during that month), subject to all or any of the loan conditions listed in Exhibit A attached to and made a part hereof.

It is understood that the ability of the undersigned to take the loan is conditioned upon (a) execution by all parties to the Visitor Center Agreement of December 18, 1968, of "Amendment No. 1" incorporating changes in the Visitor Center Lease satisfactory to the lenders, (b) approval by the Penn Central Reorganization Court (insofar as within its jurisdiction) of said "Amendment No. 1" and the National Visitor Center Project Management Agreement of December 13, 1971 (which approvals will be promptly sought), and (c) approval by the Interstate Commerce Commission of the loan if within its jurisdiction (which approval, if required, will be promptly sought). If Lewis procures a commitment to make a loan on the terms hereinbefore stated or on different terms hereafter authorized or accepted by the undersigned, the undersigned agrees to pay to Lewis for its services a fee of \$64,000, to be due and payable promptly following delivery of the commitments for the construction mort-

gage and permanent mortgage and fulfillment of conditions (a), (b) and (c) above, and regardless of whether the loan for any reason is not closed. Further, the undersigned hereby authorizes and directs that said fee be paid out of the construction loan funds directly to Lewis unless previously paid by the undersigned to Lewis, in which case the undersigned shall be reimbursed from the construction loan funds.

Further, as additional compensation for Lewis' services herein, the undersigned agrees:

1. During construction period Lewis will furnish a sign or signs, in conformity with other signs exhibited by parties in interest and contractors, announcing construction and permanent mortgage financing has been arranged by Lewis and, after consultation with the Federal Government, such sign or signs will be erected and displayed by the undersigned on the premises in as prominent a place as any sign or signs announcing the project are displayed.

2. Lewis will have the exclusive right to place additional financing, if applicant and the Federal Government agree to additional construction and the lease rent is increased to cover the cost thereof, for which services Lewis will be paid a fee equal to 0.4 of 1% of such additional sums as may be committed, subject to approval of the financing terms by the Federal Government, such fee to be paid out of the funds borrowed for such further construction unless previously paid by the undersigned to Lewis, in which case the undersigned shall be reimbursed from such funds.

3. If insurance is to be placed on the existing or proposed buildings to meet lenders' or lease requirements, Lewis will have the right to submit a proposal for placing such insurance and, if his proposal is equal to or better on a cost basis (assuming similar quality and coverage) than other proposals available to the undersigned, Lewis will be awarded the right to place such insurance.

4. Lewis shall have the right, after the contemplated commitments have been delivered, and after consultation with the Federal Government, to announce in the customary way the securing of the commitments in the financial and real estate press.

The undersigned agrees to pay all customary, usual and reasonable charges for searches, title insurance, survey, credit report, mortgage papers, appraisals, documentary stamps, recording, legal fees, etc., all to be paid directly out of the construction mortgage loan proceeds.

The undersigned warrants no other application has been made for a loan commitment and agrees that no other application will be

made and that Lewis will have the sole and exclusive right to seek a loan commitment, until this agreement has been validly terminated.

In the event that Lewis does not procure a loan commitment upon the terms herein stated or hereafter authorized by 30 days after receipt of the permanent mortgage commitment envisioned in an application of even date for such commitment on the same property, this Agreement may thereafter be terminated, at the option of the undersigned, upon ten days' prior written notice to Lewis; provided that if such commitment is procured or issued within said ten-day period this Agreement shall remain in full effect.

In the event the undersigned and the Federal Government agree to abandon this project and the undersigned so notifies Lewis prior to Lewis' delivery of the commitment, the undersigned may withdraw this application and be under no further obligation to Lewis.

The undersigned intends to be legally bound hereby.

THE BALTIMORE AND OHIO RAILROAD COMPANY

By: L. C. ROIG, JR.,

Treasurer

EXHIBIT A TO ATTACHMENT "1"

A. BARTON LEWIS & CO., INC.

CONSTRUCTION LOAN COMMITMENT CONDITIONS

1. A construction agreement with a builder satisfactory to the mortgagee, the performance and payment of bills thereunder is to be guaranteed by corporate surety satisfactory to mortgagee.
2. A construction budget showing all costs envisioned for the completion of the project as envisioned in Public Law 90-264, including construction costs, interest on construction loan, construction loan fee, inspection fee, legal costs, insurance, title insurance, survey, recording costs, and any and all other charges incidental and necessary to the completion of the project.
3. Plans and specifications satisfactory to the mortgagee.
4. Credit data or report on borrowers satisfactory to mortgagee, paid by borrower.
5. Builder's risk, fire and extended coverage insurance protecting the lender to the full amount of moneys advanced under the construction loan.
6. Title insurance policy containing exceptions satisfactory to mortgagee in amount of loan issued by a company satisfactory to mortgagee.
7. Written undertaking by the Baltimore and Ohio Railroad Company (parent corp.) to cause all things to be done necessary to enable the Visitor Center lease to become effective and the premises demised thereunder to be accepted by the Federal Government (including, without limitation, the construction of a new railroad passenger station as required by P. L. 90-264).
8. Assignment of all leases to mortgagee (with rents under any leases except the Visitor Center Lease to remain payable to borrower until default under construction mortgage).
9. Survey of property showing improvements.
10. Payment of not more than \$240,000 total service and inspection fees to the construction mortgagee.
11. Mortgage, note or bond, assignment of leases and other loan instruments to be on forms prescribed by mortgagee.

12. All papers in connection with loan, including collateral and supporting papers are to meet with requirements of mortgagee's Legal Department.
13. Commitment expires unless borrower commences take-downs of loan funds within 90 days after issue.
14. Subject to a permanent mortgage commitment as evidenced in an application of even date for permanent mortgage loan.
15. Compliance with all applicable government requirements.

ATTACHMENT "2"

A. BARTON LEWIS & CO., INC.
APPLICATION FOR MORTGAGE LOAN COMMITMENT

Dated: January 24, 1972

IN CONSIDERATION of the Agreement of A. Barton Lewis & Co., Inc., ("Lewis") hereby, to endeavor to procure a mortgage commitment for the undersigned, the undersigned hereby requests and authorizes Lewis to procure a mortgage loan commitment from one or more recognized financial institutions to be approved by the undersigned, whose approval will not be unreasonably withheld, and if disapproved will be only for reasons specified in a written notice of disapproval, to be secured as a first lien on premises known as Union Station, Washington, D. C., as improved to become the National Visitors Center as contemplated by the Act of Congress, Public Law 90-264.

The commitment is to provide for a loan in the principal amount of not less than \$16,000,000, for a term of not less than 25 years, with interest not exceeding eight (8) per cent per annum (the exact rate to be furnished within 7 business days after receipt of the form of the lease referred to in item 18 of the attached Exhibit A), subject to all or any of the loan conditions listed in Exhibit A attached to and made a part hereof. If a construction loan is to be placed against the premises, the undersigned will require the construction lender to issue to Lewis a satisfactory commitment for transferring the construction mortgage to the permanent mortgage lender.

It is understood that the ability of the undersigned to take the loan is conditioned upon (a) execution by all parties to the Visitor Center Agreement of December 18, 1968, of "Amendment No. 1" incorporating changes in the Visitor Center Lease satisfactory to the lenders, (b) approval by the Penn Central Reorganization Court (insofar as within its jurisdiction) of said "Amendment No. 1" and the National Visitor Center Project Management Agreement of December 13, 1971 (which approvals will be promptly sought), and (c) approval by the Interstate Commerce Commission of the loan if within its jurisdiction (which approval, if required, will be promptly sought). If Lewis procures a commitment to make a loan on the terms hereinbefore stated or on different terms hereafter authorized or accepted by the undersigned, the undersigned agrees to pay to Lewis for its services a fee of \$120,000, to be due and payable promptly following delivery of the commitments for the permanent mortgage and construction mortgage and fulfillment of conditions (a), (b) and (c) above, and regardless of whether the loan for any reason is not

closed. Further, the undersigned hereby authorizes and directs that said fee be paid out of the construction loan funds directly to Lewis unless previously paid by the undersigned to Lewis, in which case the undersigned shall be reimbursed from the construction loan funds.

Further, as additional compensation for Lewis' services herein, the undersigned agrees:

1. During construction period Lewis will furnish a sign or signs, in conformity with other signs exhibited by parties in interest and contractors, announcing construction and permanent mortgage financing has been arranged by Lewis and, after consultation with the Federal Government, such sign or signs will be erected and displayed by the undersigned on the premises in as prominent a place as any sign or signs announcing the project are displayed.

2. Lewis will have the exclusive right to place additional financing, if applicant and the Federal Government agree to additional construction and the lease rent is increased to cover the cost thereof, for which services Lewis will be paid a fee equal to $\frac{3}{4}$ of 1% of such additional sums as may be committed, subject to approval of the financing terms by the Federal Government, such fee to be paid out of the funds borrowed for such further construction unless previously paid by the undersigned to Lewis, in which case the undersigned shall be reimbursed from such funds.

3. If insurance is to be placed on the existing or proposed buildings to meet lenders' or lease requirements, Lewis will have the right to submit a proposal for placing such insurance and, if his proposal is equal to or better on a cost basis (assuming similar quality and coverage) than other proposals available to the undersigned, Lewis will be awarded the right to place such insurance.

4. Lewis shall have the right, after the contemplated commitments have been delivered, and after consultation with the Federal Government, to announce in the customary way the securing of the commitments in the financial and real estate press.

The undersigned agrees to pay all customary, usual and reasonable charges for searches, title insurance, survey, credit report, mortgage papers, appraisals, documentary stamps, recording, legal fees, etc., all to be paid directly out of the construction mortgage loan proceeds.

The undersigned warrants no other application has been made for a loan commitment and agrees that no other application will be made and that Lewis will have the sole and exclusive right to seek a loan commitment, until this agreement has been validly terminated.

In the event that Lewis does not procure a loan commitment upon the terms herein stated or hereafter authorized within 60 days after fulfillment of condition (a) as set out in the third paragraph of this application, this Agreement may thereafter be terminated, at the option of the undersigned, upon ten days' prior written notice to Lewis; provided that if such commitment is procured or issued within said ten-day period this Agreement shall remain in full effect.

In the event the undersigned and the Federal Government agree to abandon this project and the undersigned so notifies Lewis prior to Lewis' delivery of the commitment, the undersigned may withdraw this application and be under no further obligation to Lewis.

The undersigned intends to be legally bound hereby.

THE BALTIMORE AND OHIO RAILROAD COMPANY

By: L. C. ROIG, JR.,

Treasurer

EXHIBIT A TO ATTACHMENT "2"

A. BARTON LEWIS & CO., INC.

LOAN-COMMITMENT CONDITIONS

The loan commitment applied for pursuant to the foregoing application will contain, among others, the following conditions:

1. Prepayment Privilege:

In full during 3rd through 5th years for 115%
during 6th through 10th years for 110%
during 11th year for 109½% and declining ½% per
year thereafter.

2. Plans and specifications satisfactory to mortgagee.
3. Completion of improvements in accordance with plans and specifications; acceptance by all tenants in form satisfactory to mortgagee.
4. Appraisal satisfactory to mortgagee, paid for by borrower.
5. Credit data or report on borrowers satisfactory to mortgagee, paid by borrower.
6. Fire and extended coverage insurance equal to 80% of actual cash value.
7. Title insurance policy containing exceptions satisfactory to mortgagee in amount of loan issued by a company satisfactory to mortgagee.
8. Execution of loan papers by corporate nominee.
9. Assignment of Visitor Center Lease to mortgagee.
10. Survey of property showing improvements.
11. Payment of \$160,000 standby fee upon issuance of commitment and fulfillment of conditions (a), (b) and (c) as set out in the third paragraph of the foregoing application, returnable only when loan is closed; otherwise to be retained as liquidated damages.
12. Amortization to begin within 31 days of beginning of lease term.
13. Mortgage, note or bond, assignment of leases and other loan instruments to be on forms prescribed by mortgagee.
14. Subject to a construction mortgage loan commitment as envisioned in an application of even date for construction mortgage loan.

15. [Blank]
16. All papers in connection with loan, including collateral and supporting papers are to meet with requirements of mortgagee's Legal Department.
17. Commitment expires 40 months after first take-down of funds under construction mortgage loan.
18. The following leases in form acceptable to mortgagee's Legal Department, in effect, and to be assigned to mortgagee:

<i>Tenant</i>	<i>Term</i>	<i>Fixed Rent</i>	<i>% Rent</i>
USA	25 years	at least \$3,000,000 per year	-0-

19. Payments to be made monthly, real estate taxes and insurance premiums to be paid by borrower.
20. Compliance with all applicable government requirements.
21. Special terms. Standby fee to be paid by deposit of U.S.A. Treasury obligations, or, at applicant's option, negotiable certificates of deposit of United States commercial banks having capital and surplus aggregating at least \$50 million, interest to be for account of applicant until right to their return is lost.

EXHIBIT "A-REVISED"

PARCEL I

A parcel of land more particularly described as follows: Beginning for the same at the intersection of the easterly line of 1st Street, N. E., with the northerly line of Union Station Plaza; proceeding thence with the easterly line of 1st Street, North Fifteen (15) degrees, Forty-four (44) minutes Zero (00) seconds East, Four Hundred Ninety-seven and Sixty Hundredths (497.60) feet; thence, leaving said 1st Street South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East., Six Hundred Ninety-three (693.00) feet thence, South Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds West., Eighty-five (85.00) feet; thence, South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East, Sixty-seven (67.00) feet; thence South Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds West, Four Hundred Twelve and Sixty Hundredths (412.60) feet; thence North Eighty-six (86) degrees Four (04) minutes Zero (00) seconds West, One Hundred Twenty-nine and Eighty-three Hundredths (129.83) feet; thence North Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds West, Five Hundred Five and Eighty-four Hundredths (505.84) feet; thence, North Sixty-two (62) degrees Twenty-eight (28) minutes Zero (00) seconds West, One Hundred Twenty-nine and Eighty-three Hundredths (129.83) feet to the point of the beginning, containing Three Hundred Eighty nine Thousand Two Hundred Ninety-one and Seventy-three Hundredths (389,291.73) square feet and being parts of two tracts of land known for the purposes of assessment and taxation as Lots Eight Hundred Four (804) and Eight Hundred Five (805) in Square Seven Hundred Seventeen (717). The preceding description was prepared from a Plat of Computation recorded in the Office of the Surveyor for the District of Columbia in Survey Book 191, page 21. Reserving and excepting perpetual and assignable easements for the location, construction, replacement and/or removal of rapid transit facilities and appurtenances, in accordance with plans and specifications which shall meet the approval of the United States of America, acting by and through the Secretary of the Interior, or his nominee, insofar as said location, construction, replacement and/or removal could affect the development, utilization operation and maintenance of the National Visitor Center which is intended to occupy Parcel I, supra, and for the operation and maintenance of the aforesaid rapid transit facilities and appurtenances, within the following described land areas located within Parcel I, together with non-exclusive rights of ingress and egress to and from said land areas as provided, to wit:

1. A sub-surface land area between Elevations 13.0 and 55.61 based on 1929 United States Coast and Geodetic Survey datum, beneath and

through a portion of Parcel I, Beginning for the same at the intersection of the easterly line of 1st Street, N. E. with the Northerly line of Union Station Plaza; proceeding thence with the Easterly line of 1st Street, North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, Four Hundred Ninety-seven and Sixty Hundredths (497.60) feet; thence, leaving said 1st Street South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East, Sixty-seven (67.00) feet; thence South Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds West, Five Hundred Eleven and Sixty Hundredths (511.60) feet; thence North Sixty-two (62) degrees Twenty-eight (28) minutes Zero (00) seconds West, Sixty-eight and Forty-five Hundredths (68.45) feet to the beginning, containing Thirty-three Thousand Eight Hundred Eight and Twenty Hundredths (33,808.20) square feet.

2. A sub-surface land area between Elevations 25.00 and 55.61 based on 1929 United States Coast and Geodetic Survey datum, beneath and through a portion of Parcel I, Beginning for the same at the end of the following course and distance from the intersection of the easterly line of 1st Street, N. E. with the Northerly line of Union Station Plaza; along the Northerly line of Union Station Plaza South Sixty-two (62) degrees Twenty-eight (28) minutes East, Sixty-eight and Forty-five Hundredths (68.45) feet to the beginning of the easement herein to be described proceeding thence North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, Two Hundred Two and Sixty-nine Hundredths (202.69) feet; thence South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East, Fifty-five and Forty-nine Hundredths (55.49) feet; thence, South Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds West, Twenty and Thirty-one Hundredths (20.31) feet; thence South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East, Seventy-five and Fourteen Hundredths (75.14) feet; thence, North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, Thirty-six (36) feet; thence South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East, Twenty-five and Thirty-four Hundredths (25.34) feet; thence South Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds West, Thirty-six (36.00) feet; thence, South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East, Twelve and Eighty-three Hundredths (12.83) feet; thence, South Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds West, Fifty-five and Fifty Hundredths (55.50) feet; thence South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East, Six (6.00) feet; thence, South Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds West, Forty and Thirty-three Hundredths (40.33) feet; thence South Four (4) degrees Thirty-eight (38) minutes Zero (00) seconds West, One Hundred One (101.00) feet; thence North

Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds West, Forty-seven and Fifty Hundredths (47.50) feet; thence North Four (4) degrees Thirty-eight (38) minutes Zero (00) seconds East, One Hundred One (101.00) feet; thence North Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds West, Thirty-one and Fifty-six Hundredths (31.56) feet; thence, South Fifteen (15) degrees Forty-four (44) minutes (00) seconds West, Ninety-nine and Eleven Hundredths (99.11) feet; thence North Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds West, Thirty-five (35.00) feet; thence North Sixty-two (62) degrees Twenty-eight (28) minutes Zero (00) seconds West, Sixty-one and Thirty-eight Hundredths (61.38) feet to the beginning, containing Thirty-one Thousand Six Hundred Twenty-two and Eighty-seven Hundredths (31,622.87) square feet, together with the free right of ingress and egress thereto by Grantor, its successors and assigns over and across Parcel I.

3. A surface land area to Elevation 73.0, based on 1929 United States Coast and Geodetic Survey datum, over and across Parcel I, Beginning for the same at the end of the following three courses and distances from the intersection of the easterly line of 1st Street, N. E., with the northerly line of Union Station Plaza, (1) along the northerly line of Union Station Plaza South Sixty-two (62) degrees Twenty-eight (28) minutes Zero (00) seconds East, Sixty-eight and Forty-five Hundredths (68.45) feet; (2) thence, North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, One Hundred Forty-three and Thirty-seven Hundredths (143.37) feet; thence, South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East, Seven and Thirty-seven Hundredths (7.37) feet to the beginning; proceeding thence North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, Seventy-eight (78) feet; thence, South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East, Fifty (50.00) feet; thence South Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds West, Seventy-eight (78.00) feet; thence North seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds West, Fifty (50) feet to the beginning, containing Thirty-nine Hundred (3900) square feet, together with the free right of access thereto by Grantor, its successors and assigns and all licensees and invitees thereof, over and across Parcel I.

4. A sub-surface land area between Elevations 25.0 and 55.50 based on 1929 United States Coast and Geodetic Survey datum, beneath and through a portion of Parcel I, Beginning for the same at the end of the following two courses and distances from the intersection of the easterly line of 1st Street, N. E. with the northerly line of Union Station Plaza; along the easterly line of 1st Street, N. E. (1) North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, four Hundred Ninety-seven and Sixty Hundredths (497.60) feet; (2) thence, South Seventy-four (74) degrees Sixteen (16) minutes Zero (00)

seconds East, Sixty-seven (67.00) feet to the beginning; proceeding thence along the same course South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East, Thirty-four and Eighty-one Hundredths (34.81) feet; thence, South Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds West, Thirty-five and Forty-one Hundredths (35.41) feet; thence North Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds West, Thirty-four and Eighty-one Hundredths (34.81) feet; thence North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, Thirty-five and Forty-one Hundredths (35.41) feet to the beginning, containing One Thousand Two Hundred Thirty-two and Sixty-two Hundredths (1232.62) square feet.

PARCEL II

A parcel of land more particularly described as follows: Beginning for the same at the end of the following course and distance from the intersection of the easterly line of 1st Street, N. E., with the northerly line of Union Station Plaza; along the easterly line of 1st Street; (1) North Fifteen (15) degrees Forty-four (44) minutes zero (00) seconds East, Four Hundred Ninety-seven and Sixty Hundredths (497.60) feet to the beginning of the parcel herein to be described; proceeding thence still with the easterly line of 1st Street North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, Five Hundred Seventy-seven (577.00) feet; thence, leaving 1st Street, South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds, East, Six Hundred Ninety-three (693.00) feet; thence South Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds West, Five Hundred Seventy-seven (577.00) feet; thence North Seventy-four (74) degrees, Sixteen (16) minutes Zero (00) seconds West, Six Hundred Ninety-three (693.00) feet to the beginning, containing Three Hundred Ninety-nine Thousand Eight Hundred Sixty-one (399,861.00) square feet, and being parts of three tracts of land known for the purposes of assessments and taxation as Lots Eight Hundred Four (804) Eight Hundred Five (805), and Eight Hundred Six (806) in Square Seven Hundred Seventeen (717). The preceding description was prepared from a Plat of Computation recorded in the Office of the Surveyor for the District of Columbia in Survey Book 191, page 21. Reserving and excepting perpetual and assignable easements for the location, construction, replacement and/or removal of rapid transit facilities and appurtenances, in accordance with plans and specifications which shall meet the approval of the United States of America, acting by and through the Secretary of the Interior, or his nominee, insofar as said location, construction, replacement and/or removal could affect the development, utilization, operation and maintenance of the National Visitor Center which is intended to occupy Parcel II, supra, and for the operation and maintenance of the aforesaid rapid transit facilities

and appurtenances, within the following described areas beneath and through or over and across said Parcel II, together with non-exclusive rights of ingress and egress to and from said areas as provided, to-wit:

1. A sub-surface land area between Elevations 25.0 and 55.50 based on 1929 United States Coast and Geodetic Survey datum, beneath and through a portion of Parcel II, Beginning for the same at the end of the following course and distance from the intersection of the easterly line of 1st Street, N. E., with the northerly line of Union Station Plaza; along the easterly line of 1st Street, North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, Four Hundred Ninety-seven and Sixty Hundredths (497.60) feet to the beginning; proceeding thence still with the easterly line of 1st Street, North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, Four Hundred Seventy-nine and Six Hundredths (479.06) feet; thence, leaving 1st Street, South Seventy-six (76) degrees Sixteen (16) minutes Fifty-one (51) seconds East, Sixty and Seventy-one Hundredths (60.71) feet; thence, South Thirteen (13) degrees Forty-three (43) minutes Nine (09) seconds West, Fifty (50.00) feet to a point of curve; thence, south-westerly by a curve to the right, the radius of which is Six Thousand One Hundred Twelve (6,112.00) feet, an arc distance of Two Hundred Thirteen and Thirty-five Hundredths (213.35) feet to a point; thence, along a radial line extended South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East, 0.80 feet; thence South Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds West, Two Hundred Seventeen and Ninety-one Hundredths (217.91) feet; thence North Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds West, Sixty-seven (67.00) feet to the beginning, containing 31,462.30 square feet.

2. A surface land area to Elevation 56.0, based on 1929 United States Coast and Geodetic Survey datum, over and across Parcel II, Beginning for the same at the end of the following course and distance from the intersection of the easterly line of 1st Street, N. E., with the North-erly line of Union Station Plaza; along the easterly line of 1st Street North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, Nine Hundred Seventy-six and Sixty-six Hundredths (976.66) feet to the beginning; proceeding thence, still with the easterly line of 1st Street North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, Ninety-seven and Ninety-four Hundredths (97.94) feet; thence, leaving 1st Street, South Seventy-four (74) degrees Six-teen (16) minutes Zero (00) seconds East, Sixty-seven and Twenty-five Hundredths (67.25) feet; thence, South Thirteen (13) degrees Forty-three (43) minutes Eight (08) seconds West, Ninety-five and Fifty-two Hundredths (95.52) feet; thence North Seventy-six (76) degrees Sixteen (16) minutes Fifty-one (51) seconds West, Seventy

and Sixty-six Hundredths (70.66) feet to the beginning, containing 6,667.63 square feet.

3. A sub-surface land area between Elevations 25.0 and 55.50, based on 1929 United States Coast and Geodetic Survey datum, beneath and through a portion of Parcel II, Beginning for the same at the end of the following two courses and distances from the intersection of the easterly line of 1st Street, N. E. with the northerly line of Union Station Plaza; along the easterly line of 1st Street, (1) North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, Four Hundred Ninety-seven and Sixty Hundredths (497.60) feet; (2) thence South Seventy-four (74) degrees, Sixteen (16) minutes Zero (00) seconds East, Sixty-seven (67.00) feet to the beginning; proceeding thence, North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, Two Hundred Seventeen and Ninety-one Hundredths (217.91) feet; thence, North Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds West, (0.80) feet; thence northeasterly by a curve to the left, the radius of which is 6,112.0 feet, an arc distance of Two Hundred Thirteen and Thirty-five Hundredths (213.35) feet to a point of tangency; thence North Thirteen (13) degrees Forty-three (43) minutes Nine (09) seconds East, Fifty (50) feet; thence, North Thirteen (13) degrees Forty-three (43) minutes Eight (08) seconds East, Ninety-five and Eighty-seven Hundredths (95.87) feet; thence South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East, Fifty-seven and Ninety-five Hundredths (57.95) feet, thence South Thirty-seven degrees (37) Nine (09) minutes Thirty (30) seconds West, Thirty-three and Seventy-nine Hundredths (33.79) feet; thence South Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds West, Five Hundred Forty-six (546.00) feet; thence North Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds West, Thirty-four and Eighty-one Hundredths (34.81) feet to the beginning, containing 22,167.60 square feet.

4. A surface land area to Elevation 70.0, based on 1929 United States Coast and Geodetic Survey and datum, over and across Parcel II, Beginning for the same at the end of the following two courses and distances from the intersection of the easterly line of 1st Street, N. E., with the northerly line of Union Station Plaza; (1) along the easterly line of 1st Street North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, Five Hundred Five and Sixty Hundredths (505.60) feet; (2) thence, leaving 1st Street, South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East, Eighteen (18.00) feet, to the beginning, proceeding thence, North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East Fifty (50.00) feet; thence South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East, Eighty (80.00) feet, thence, South Fifteen (15)

degrees Forty-four (44) minutes Zero (00) seconds West, Fifty (50.00) feet; thence North Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds West, Eighty (80) feet to the beginning, containing Four Thousand (4,000) square feet, together with the free right of access thereto by Grantor, its successors and assigns and all licensees and invitees thereof, over and across both Parcel I, above, and Parcel II.

5. A surface land area having as its upper limit the lower surface of a necessary vehicular ramp to be built to serve a multi-level vehicular parking facility to be constructed overhead above Elevation 76.0, based on 1929 United States Coast and Geodetic Survey datum, said surface area described as Beginning for the same at the end of the following course and distance from the intersection of the easterly line of 1st Street, N. E., with the northerly line of Union Station Plaza; along the easterly line of 1st Street, North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, Six Hundred Ninety-two and Sixty Hundredths (692.60) feet; to the beginning; proceeding thence, still with the easterly line of 1st Street, North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, Sixty-seven (67.00) feet; thence, leaving 1st Street, South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East, Fifty (50.00) feet; thence South Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds West, Sixty-seven (67.00) feet; thence, North Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds West, Fifty (50.00) feet to the beginning, containing 3,350.00 square feet, together with the right of ingress and egress thereto by Grantor, its successors and assigns over and across Parcels I and II.

PARCEL III

A perpetual easement above Elevation 70.0, based on 1929 United States Coast and Geodetic Survey datum, for the construction, maintenance and operation of a portion of a parking facility, principally to be constructed over and upon Parcel II, with all surface areas necessary for the location of support structures therefor, and for the construction, maintenance and operation of access ramps serving said facility, over, upon and across a parcel of land more particularly described as follows: Beginning for the same at the end of the two following courses and distances from the intersection of the easterly line of 1st Street, N. E., with northerly line of Union Station Plaza; along the easterly line of 1st Street; (1) North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, Ten Hundred Seventy-four and Sixty Hundredths (1074.60) feet; (2) thence leaving 1st Street South Seventy-four (74) Degrees Sixteen (16) minutes Zero (00) seconds East, Six Hundred Ninety-three (693.00) feet to the beginning of the parcel herein to be described; proceeding

thence South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East, Sixty-seven (67.00) feet; thence South Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds West, Six Hundred Sixty-two (662.00) feet; thence North Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds West Sixty-seven (67.00) feet; thence North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East Six Hundred Sixty-two (662.00) feet to the beginning, containing 44,354 square feet, and being parts of three tracts of land known for the purposes of assessment and taxation as Lots Eight Hundred Four (804) Eight Hundred Five (805) and Eight Hundred Six (806) in Squares Seven Hundred Nineteen (719) and Seven Hundred Twenty (720). The preceding description was prepared from a plat of computation recorded in the Office of the Surveyor for the District of Columbia in Survey Book 191, page 21.

This conveyance is further subject to the following reservations and conditions for and in behalf of Grantor its successors and assigns: (a) The continued right of use, possession, operation and maintenance of the Union Station Building, concourse, concession areas and related areas presently used for commercial operation by The Washington Terminal Company, its lessees, concessionaires, licensees, passengers, officers, employees, contractors, invitees, and visitors during the period of alteration and construction of the Visitor Center Parking facility and new passenger station contemplated by Public Law 90-264 and until the taking of full occupancy by the United States of America pursuant to a lease covering the property herein described, and (b) The right to use, operate, and maintain, as long as required for railroad purposes, the existing tunnel, approaches, and their appurtenances (including, but not limited to, the tracks, signals, catenary, platforms, stairways, passageways, walkways, ramps, all utilities, communication facilities, offices, locker rooms, shops and other miscellaneous facilities) across and below the Union Station Building at the Easterly side of the property, and (c) The right to continue as long as required, to use, operate, and maintain with The Washington Terminal Company officers, employees, contractors, invitees and the necessary United States Post Office personnel, the mail conveyor system in the basement of the Union Station Building and the connections thereto, the use of the tunnel connecting the east and west concourse basements to transport mail, the use and access to the adjacent mail buildings and public streets, and the use of the basement truck dock and adjacent floor area to load, unload, sort and transport mail, and (d) The right to continued use of the passageway, roadways, walkways, stairways, and ramps for purposes of access to and from and between The Washington Terminal Company points

of operation and the public streets by its passengers, lessees, licensees, concessionaires, officers, employees, contractors, invitees, and visitors and to similar rights of access by means of similar facilities, properly provided for in the plans and specifications of the alterations and construction contemplated by Public Law 90-264, for joint use of these facilities to serve the National Visitor Center, the parking facility, The Washington Terminal Company points of operation and other operations, if any, and the right to grant use of these facilities to others, and (e) The right to use, operate, maintain, construct, and reconstruct the utility and communication lines and appurtenances, and access to them, now existent, and as required, for The Washington Terminal Company operations both within and outside the limits of this property, so as to maintain the integrity of the distribution systems in the Union Station Building, and (f) The continued right, so long as required for railroad purposes, to use, operate, maintain, construct, and reconstruct the railroad facilities and appurtenances thereon, including but not limited to, the tracks, signals, catenary, platforms, stairways, passageways, walkways, roadways, ramps, all utilities, communication facilities, offices, locker rooms, shops, buildings, and other miscellaneous facilities as are now existent, and as may be required for future railroad operations, uninterrupted by the alterations and construction contemplated by Public Law 90-264 and with due consideration to the maintenance of, and efficiency of, the railroad operations, and (g) The right to construct a new passenger station, to be integrated in the parking facility structure, the floor and ceiling elevations and the size to be determined in the preparation of the plans and specifications contemplated by Public Law 90-264, such new passenger station to provide for the services necessary for the public, and (h) The right to use, operate, maintain, construct, and reconstruct such new passenger station as long as required for railroad operations, and to lease or license the use of space therein for any lawful purposes so long as such new passenger station is required for railroad purposes, and to retain any income derived therefrom, and (i) The right of The Washington Terminal Company's passengers, officers, employees, lessees, licensees, concessionaires, contractors, invitees and visitors to have similar access to and from such new passenger station as set forth above.

EXHIBIT "B-REVISED"

**U. S. GOVERNMENT
LEASE FOR REAL PROPERTY**

Dated as of March 1, 1972.

Lease No.

THIS LEASE, made and entered into as of the above date by and between TERMINAL REALTY BALTIMORE Co. and TERMINAL REALTY PENN Co., whose addresses are 2 North Charles Street, Baltimore, Maryland 21201, and Six Penn Center Plaza, Philadelphia, Pennsylvania 19104, respectively, and whose interest in the property hereinafter described is that of Owners (hereinafter called the "Lessor"), and the UNITED STATES OF AMERICA (hereinafter called the "Government"):

WITNESSETH:

WHEREAS, on the 18th day of December 1968, the parties hereto under authority of Public Law 90-264 entered into a lease (hereinafter called the "1968 Lease") respecting the property in the District of Columbia known as Union Station, which provides, amongst other things, that the Government will lease from the Lessor for a term of 25 years the premises described in Exhibit "A" to the 1968 Lease, with the alterations and construction provided for in Public Law 90-264 which provides for the use of the premises as a facility for visitors to the Nation's Capital; and

WHEREAS, Penn Central Transportation Company ("Penn Central"), the corporate parent of Terminal Realty Penn Co. and its only source of credit, entered reorganization under Section 77 of the Bankruptcy Act on June 21, 1970, in the United States District Court for the Eastern District of Pennsylvania (hereinafter called the "Reorganization Court"), and Terminal Realty Baltimore Co. and its corporate parent, The Baltimore and Ohio Railroad Company, propose to enter into a National Visitor Center Project Management Agreement with Terminal Realty Penn Co. and The Washington Terminal Company (hereinafter called the "Management Agreement"), and a Consent and Agreement with The Washington Terminal Company and the Reorganization Trustees of Penn Central (the "Consent and Agreement"), whereby The Baltimore and Ohio Railroad Company will, for compensation from Terminal Realty Penn Co., assume responsibility for continuing with said proposed alterations, construction and lease on their credit alone for the account of both Owners; and

WHEREAS, the Lessor and the Government mutually agreed that the commencement and performance of such alterations and construction were subject to financing the cost of said alterations and construction at an annual interest rate not to exceed 7%; and

WHEREAS, the Lessor now finds that due to inflation and other economic factors over which the Lessor has no control, financing the cost of said alterations and construction cannot be accomplished at a 7% annual interest rate in the foreseeable future; and

WHEREAS, the Lessor desires to continue the project but in order to do so must obtain both interim construction financing and permanent financing for said alterations and construction at the best interest rates available; and

WHEREAS, certain changes and additions to the 1968 Lease are required to obtain the most favorable rates of interest available in the current market; and

WHEREAS, the Government has determined that it is in the best interest of the Government to proceed with the project, and has further determined that in order to assure completion of the project in compliance with P.L. 90-264 certain changes are required to be made in the 1968 Lease;

Now, THEREFORE,

IN CONSIDERATION of the mutual agreements herein set forth, and other good and valuable consideration, the parties hereto agree that the 1968 Lease is hereby deleted in its entirety, and in lieu thereof the parties do hereby covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises: All that real property more particularly described in Exhibit "A-Revised" affixed hereto, subject to the easements, reservations and exceptions therein provided, with buildings and improvements located thereon, altered and constructed in accordance with Public Law 90-264, a copy being affixed hereto and marked Exhibit "B", and agreement between the parties dated as of March 1, 1972, and all rights, hereditaments, easements, and appurtenances thereunto belonging (all collectively hereinafter sometimes called the "premises"), to be used for Governmental purposes.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a twenty-five (25) year term beginning on approximately February 1, 1975. The actual 25-year term shall begin on the date the premises are occupied by the Government, and said date shall be

exactly established by supplemental agreement hereto, and rent shall commence to accrue on said date.

3. The Government shall pay the Lessor annual rent of not more than \$3,500,000, computed as follows: if the Lessor is required to pay 7½% interest per annum on the \$16,000,000 to be borrowed, the annual rental rate shall be \$3,338,127.04 plus real estate taxes in excess of \$125,538.54 computed and reported in accordance with Exhibit "D-Revised", Tax Clause Rider. If the Lessor is required to pay less than 7½% interest per annum on the money borrowed, the annual rental shall be reduced to reflect the saving. The actual rental rate shall be established by supplemental agreement hereto, and shall be paid at the rate of 1/12 per month in arrears. Rent for to the Lessor or assigns.

4. The Lessor shall furnish to the Government, as part of the rental consideration, nothing other than the premises. Any and all a lesser period shall be prorated. Rent checks shall be made payable revenues accruing from the operation of the premises shall accrue to the Government, and the Government shall control, operate and maintain the premises, including all equipment and fixtures, at its sole cost and expense. The Government shall contract for and pay the cost of all utilities and services required for operation of the premises.

5. The Government may sublet any part of the premises but shall not be relieved from any obligations under this Lease by reason of any such subletting.

6. For the purposes of this Paragraph 6, total destruction or damage to the premises shall consist of destruction or damage to such an extent that would warrant an insurance company insuring the loss due to such destruction or damage paying to the insured an amount not less than the full balance of principal then due to the holder of the first mortgage referred to in Paragraph 17 of this Lease, and partial destruction or damage shall consist of destruction or damage which would warrant payment of a lesser amount than the aforesaid.

In the event of partial destruction or damage to the premises by fire or other casualty, except in case of damage arising from an act or negligence of the Government, its agents, employees or sublessees, the Lessor, at no expense to the Government, will promptly adjust the loss and thereafter diligently prosecute (subject to delays caused by force majeure) the reconstruction and/or repair of the premises for occupancy by the Government at the earliest possible date. Until

completion of such reconstruction and/or repair the rent payable by the Government shall abate in whole or in part, depending upon the extent of the damaged area and the extent of its usability for Visitor Center purposes as determined by the Government, and such abatement shall be set forth in a supplemental lease agreement effective from the date of such partial destruction or damage.

During the period of reconstruction and/or repair all proceeds from the rent insurance provided in subparagraph g.(1)(c) of Paragraph 19 of this Lease and from rental payments by the Government shall be applied as provided in Paragraph 17 of this Lease, in order of priority, and mortgage amortization payments shall be deemed to have been made, for the purpose and in accordance with the provisions of said Paragraph 17, as if full rental payments had been made by the Government during the period of reconstruction and/or repair.

In the event of total destruction or damage to the premises, the Government may terminate this Lease and cease payment of rent by giving written notice to the Lessor within thirty (30) days after such destruction or damage, and shall not be responsible for any further rental payments.

The preceding provisions of this Paragraph 6 shall not prejudice any rights (all of which are hereby expressly reserved) which the Lessor, its successors, assigns and subrogees may have to enforce claims against the Government, its agents, employees or sublessees, for damages (including loss of rents) resulting from any total or partial destruction or damage to the premises, and the Government expressly consents to be sued upon such claims in any court of competent jurisdiction.

7. The Government shall have the right during the existence of this Lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government.

8. A joint physical survey and inspection report of the demised premises shall be made as of the effective date of this Lease, reflecting the then present condition, and will be signed on behalf of the parties hereto.

9. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this Lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this Lease, may be considered as bona fide employees or agencies within the exception contained in this clause.)

10. No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this Lease contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Lease contract if made with a corporation for its general benefit.

11. Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this Lease provides for payments aggregating \$1,000 or more, claims for monies due or to become due the Lessor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned or reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Notwithstanding any provisions of this contract, payments to an assignee of any monies due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or set-off.

12. All work performed by the Lessor and its contractors in connection with this Lease shall be subject to the following provisions:

a. During the performance of this contract (Lease) the contractor (Lessor) agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared

ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of subparagraphs (1) through (7) of this subparagraph a. of paragraph 12 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. All contracts for construction work entered into by the Lessor for purposes of this Lease shall be subject to the provisions of the Washington Plan, 41 C.F.R. 60-5, which is incorporated herein by reference. Before the award of any construction contracts or subcontracts involved in this Lease, the Lessor shall require the submission by the bidder(s) of the goals and time tables required by Appendix A of said Washington Plan, a copy of which Appendix A is attached hereto as Exhibit E and made a part hereof.

13. a. As used in this section, the term "facility" means stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in the building in which the space covered by this Lease is located.

b. The Lessor agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the Lessor solely to

tenants, their employees, customers, patients, clients, guests and invitees.

c. It is agreed that the Lessor's noncompliance with the provisions of this section shall constitute a material breach of this Lease. In the event of such noncompliance, the Government may take appropriate action to enforce compliance, may terminate this Lease, or may pursue such other remedies as may be provided by law. In the event of termination, the Lessor shall be liable for all excess costs of the Government in acquiring substitute space, including but not limited to the cost of moving to such space. Substitute space shall be obtained in as close proximity to the Lessor's building as is feasible and moving costs will be limited to the actual expenses thereof as incurred

d. It is further agreed that from and after the commencement of the term of this Lease the Lessor will, at such time as any agreement is to be entered into or a concession is to be permitted to operate, include or require the inclusion of the foregoing provisions of this section in every such agreement or concession pursuant to which any person other than the Lessor operates or has the right to operate any facility. Nothing herein contained, however, shall be deemed to require the Lessor to include or require the inclusion of the foregoing provisions of this Paragraph 13 in any existing agreement or concession arrangement or one in which the contracting party other than the Lessor has the unilateral right to renew or extend the agreement or arrangement, until the expiration of the existing agreement or arrangement and the unilateral right to renew or extend. The Lessor also agrees that it will take any and all lawful actions as expeditiously as possible, with respect to any such agreement as the contracting agency may direct, as a means of enforcing the intent of this Paragraph 13, including, but not limited to, termination of the agreement or concession and institution of court action.

14. a. The Lessor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this Lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this Lease.

b. The Lessor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees

that the Comptroller General of the United States or his representatives shall, until the expiration of 3 years after final payment under this Lease with the Government, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract.

15. The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the leased space is situated and, at its own expense, to obtain all necessary permits and related items.

16. At all times after receipt of Bids, prior to or after acceptance of any Bid or during any construction, remodeling or renovation work, the premises and the building or any parts thereof, upon reasonable and proper notice, shall be accessible for inspection by the Contracting Officer, or by architects, engineers, or other technicians representing him, to determine whether the essential requirements of the solicitation or the Lease requirements are met.

17. The Government shall have the option to purchase fee simple title to all of the demised premises in accordance with the terms and conditions of the "Option to Purchase Real Property" form, a copy affixed hereto, marked Exhibit "C-Revised" and made a part hereof, any time after the first year of this Lease, on one year's written notice. From the time the Government gives notice of its exercising of said option to purchase and until the time of closing of the fee purchase, the relationship between the parties hereto shall remain as Lessor and Lessee under the terms and conditions of this Lease.

All rentals paid, except that portion representing tax escalation, shall have been applied by the Lessor (subject to subparagraph r. of Paragraph 19 of this Lease) to meet the obligations (both principal and interest) of the mortgage or mortgages placed on the property, which shall consist of a first mortgage to amortize from the time of occupancy by the Secretary \$16,000,000 principal over a 25-year period at no more than seven and one-half percent per annum, computed monthly, and may also include a second mortgage to amortize \$27,050,000 principal over a 25-year period, at five percent per annum, computed annually (which second mortgage may consist of two second mortgages, each in the original principal amount of \$13,525,000, one made by Terminal Realty Baltimore Co. to The Baltimore and Ohio Railroad Company, its successors and assigns, and the other made by Terminal Realty Penn Co. to the Penn Central Reorganization Trustees, their successors and assigns), said one or two second

mortgages being hereinafter called "the second mortgage" or "the \$27,050,000 mortgage", and said first mortgage and the second mortgage being hereinafter collectively called "the aforementioned mortgages" or "said two mortgages".

The Government shall have the right to exercise its option in either of the following two methods, each of which provides for credit for a portion of the rentals paid:

a. It is hereby agreed that, upon the exercise of the option, the Secretary has the right to purchase the aforesaid property for the aggregate unpaid balances on date of closing of title, of the aforementioned mortgages, plus (a) the amount payable as a prepayment charge, if any, under the terms of the \$16,000,000 mortgage, and (b) amounts, if any, paid for real estate taxes which would have been included in the rentals by operation of the Tax Clause Rider (Exhibit "D-Revised" hereto) but for the limit of \$3,500,000 set forth in Section 102 (7) of Public Law 90-264, provided, however that, in the event Lessor has not placed all of the aforementioned mortgages on the aforesaid property, or that such aforementioned mortgages, or any thereof, are paid or prepaid in an amount different than set forth in the preceding paragraph hereof, the purchase price shall be computed as if the Lessor had placed such mortgages on the aforesaid property and amortized such mortgages amounting to \$43,050,000 in accordance with the preceding paragraph hereof. It is agreed that the \$27,050,000 mortgage shall have no penalty for prepayment; or

b. It is hereby agreed that upon the exercise of the option, the Government has the right to purchase the premises for the sum of \$1.00, plus amounts, if any, paid for real estate taxes which would have been included in the rentals by operation of the Tax Clause Rider but for the limit of \$3,500,000 set forth in Section 102 (7) of Public Law 90-264, said purchase being subject to the aforementioned mortgages, the obligations (both principal and interest) of said two mortgages to continue to be met by the application of the payments referred to in Paragraph 3 of this Lease, which the Government expressly covenants, as an absolute and unconditional obligation, to continue to pay to the mortgage holders until the mortgages are retired by payment in full after 25 years or prepaid and retired at any time during their term by payment by the Secretary of the aggregate unpaid balances plus the amount payable as a prepayment charge, if any, under the terms of the \$16,000,000 mortgage. It is agreed that the \$27,050,000 mortgage shall have no penalty for prepayment.

From and after the closing on the fee purchase under either of the above option methods, the Lessor shall have no further obligations as Lessor under this Lease, and, in the event of fee purchase under option b. above, the Lessor agrees to use its best efforts to have said two mortgages provide that, from and after such closing, no insurance shall be required for the protection of the holders of said mortgages.

18. Notwithstanding any inconsistent provision of Paragraph 11 of this Lease, it is hereby expressly permitted that the claims for monies due or to become due the Lessor from the Government under this Lease may be assigned to the extent of the amounts necessary to meet the payments on the two mortgages referred to in Paragraph 17 of this Lease, subject to deductions authorized by subparagraph q. of Paragraph 19 of this Lease. It is further permitted that such assignment may be made to more than one party.

19. a. Subject to the provisions of Paragraph 6 of this Lease, the Lessor and the Government hereby agree that the payment of \$1,418,863.07 of the annual rental, being the amount necessary to pay interest and amortization on the \$16,000,000 first mortgage referred to in Paragraph 17 of this Lease if said mortgage carries an interest rate of 7½% per annum, shall be an absolutely fixed sum unconditionally available to the holder of said first mortgage, free of any charges, assessments, or impositions of any kind charged, assessed, or imposed on or against the premises, and without abatement, deductions, setoffs, counterclaim, recoupment, defense, and without being affected by any defect in title, compliance with specifications, condition, design, operation or fitness for use of, or casualty affecting, the premises, and the holder of the first mortgage shall not be expected or required to pay any such charge, assessment or imposition, or be under any obligation or liability hereunder, and the Government and the Lessor covenant and agree to pay and discharge in accordance with the terms of this Lease, all costs, expenses and obligations of any kind relating to the maintenance, preservation, care, repair and operation of the premises, including all replacements, alterations and additions, which may arise or become due during the term of this Lease.

b. The Government or the Lessor shall pay or cause to be paid in accordance with the terms of this Lease, as additional obligations hereunder (whether ordinary or extraordinary, foreseen or unforeseen and without regard to the nature thereof and whether general or special), all:

(1) Taxes, assessments (including special assessments) and all other governmental charges of any nature whatsoever arising during the term which shall be levied, assessed, or imposed by any governmental authority against the Lessor or upon or with respect to the ownership, possession, occupation, operation, alteration, maintenance, repair, restoration, financing and use of and receipt of rental from the premises, or the making of any additions thereto, subject, however, to the following conditions and limitations:

(a) Nothing in this Lease contained shall be construed to require the Government to bear the expense of any tax based on net income imposed upon the Lessor; and

(b) In the case of any assessment for public improvements wherein such assessment is permitted to be paid in installments, then, and in such event, with respect to such assessments and regardless of the date of confirmation, the Government or the Lessor may pay the same in installments.

(2) Water and sewer rents, water frontage charges, water meter rents and all other charges of a similar kind, transit taxes, local taxes and charges, charges for public utilities, excises, license and permit fees and other governmental charges of any kind or nature whatsoever which at any time during the term of this Lease may be assessed, confirmed, levied, imposed upon or become a lien on the premises, or any part thereof or any appurtenances thereto, or become due or payable out of or in respect of (i) the rent and income received by the Government from sub-tenants of the premises, or any part thereof; (ii) any use or occupation of the premises; and (iii) such franchises as may be appurtenant to such use or occupation;

(3) Premiums for insurance required by subparagraph g. of this Paragraph 19.

(4) Expenses of occupying, operating, altering, maintaining, repairing, restoring or using the premises and of making any additions thereto (including structural as well as non-structural alterations, additions, restorations and repairs);

c. The Government or the Lessor shall pay each sum payable pursuant to subparagraph b. of this Paragraph 19 when the same becomes due and payable; provided, however, that if any authority having jurisdiction or alleging to have jurisdiction assesses taxes or assessments (including special assessments), or levies any other

charges against the premises as contemplated and provided for in this Lease and the Government or the Lessor or any agent acting on behalf of the Government or the Lessor deems the same or any of them excessive, improper or illegal, and provided further that failure to pay said taxes, assessments (including special assessments) or other charges will not result in a forfeiture of the Lessor's title to the premises or a sale thereof for such nonpayment, the Government or the Lessor may defer compliance therewith to the extent permitted by law so long as the validity or amount thereof is contested by the Government in good faith, in its name, or at the Government's option, in the Lessor's name but at the Government's or Lessor's expense.

d. The Government or the Lessor shall exhibit or cause to be exhibited to the first mortgage holder a receipted bill for any tax, assessment (including special assessment), governmental charge or water or sewer rent which has become due and payable under this Lease, or any other evidence satisfactory to the first mortgage holder of the payment thereof at any time upon request.

e. Except as provided in subparagraphs c. and o. of this Paragraph 19, the Government and the Lessor shall not create, or permit to exist, any lien or encumbrance which might be or become a lien or encumbrance having priority over or ranking on a parity with the first mortgage holder's interest in the premises or under this Lease. All funds required to effect the purpose of this subparagraph e. shall be derived from that portion of the annual rental in excess of the payments to the first mortgage holder.

f. Subject to subparagraph o. of this Paragraph 19, the Government will pay and discharge all liabilities, obligations, damages, penalties, claims, costs, charges and expenses which may be imposed upon or incurred by or asserted against the Lessor during the term of this Lease by reason of any failure on the part of the Government to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease on its part to be performed or complied with.

In case any action, proceeding or claim is brought or made against the Lessor for any such failure on the part of the Government, the Lessor will promptly give the Government notice thereof and the Government will at the Government's expense resist, defend or otherwise discharge such action, proceeding or claim.

g. The following provisions shall be made for insurance with respect to the premises:

(1) The Lessor or agents of the Lessor shall maintain, at the cost and expense of the Lessor for the benefit of the Government, the Lessor, and the holder of the first mortgage as their interests may appear, when applicable, insurance with respect to the premises, of the following types and in the following amounts:

(a) Fire, extended coverage, and vandalism and malicious mischief insurance, in an amount sufficient to pay the principal balance on the first mortgage (without premium).

(b) Boiler damage insurance with a limit of not less than \$500,000 per accident.

(c) Insurance sufficient to pay to the Lessor, in the event of any temporary abatement of rent during the period of a casualty pursuant to Paragraph 6 of this Lease, amounts equal to those amounts of the rent so abated that are required to continue the payments of interest and amortization on said first mortgage. The Lessor shall have the option at its expense, but shall not be obligated, to provide insurance under this Item (c) in a greater amount than aforesaid.

(2) At all times when the Government is performing any work in connection with altering, repairing or making additions to the premises, the Government shall require its contractor (including all subcontractors) to maintain the following insurance coverages:

(a) Completed value builder's risk form insuring the perils of fire, lightning, extended coverage, and vandalism and malicious mischief — naming as insureds the contractor, the Government, the Lessor and the holder of the first mortgage as their interests may appear, coverage limits to be in the full amount of the contract.

(b) Workmen's Compensation Insurance covering all persons employed by them and engaged in such work.

(c) Public Liability and Property Damage Insurance—naming the contractor as named insured (a separate policy shall be required of each subcontractor).

(d) Protective Public Liability and Property Damage Insurance—naming the Government and the Lessor as insureds. Coverage limits on Items (c) and (d) above shall be as specified by the Government.

(3) At all times when the Lessor is performing any work in connection with altering, repairing or making additions to the premises, the Lessor shall require its contractor (including all subcontractors) to maintain the following insurance coverages:

(a) Completed value builder's risk form insuring the perils of fire, lightning, extended coverage, and vandalism and malicious mischief — naming as insureds the contractor, the Government, the Lessor and the holder of the first mortgage as their interests may appear, coverage limits to be in the full amount of the contract.

(b) Workmen's Compensation Insurance covering all persons employed by them and engaged in such work.

(c) Public Liability and Property Damage Insurance—naming the contractor as named insured (a separate policy shall be required of each subcontractor).

(d) Protective Public Liability and Property Damage Insurance—naming the Government and the Lessor as insureds. Coverage limits on Items (c) and (d) above shall be as specified by the Lessor.

h. The following conditions shall apply to the insurance provided for in Item (1) of subparagraph g. of this Paragraph 19:

(1) Each insurance policy shall:

(a) Be issued by an insurance company of recognized standing satisfactory to the first mortgage holder, the Government and the Lessor;

(b) Be in the standard form customarily in use in the District of Columbia;

(c) Be carried in favor of the first mortgage holder, the Government and the Lessor, as their interests may appear, when applicable;

(d) Include such deductibles as may be required by the insurance carriers.

(2) The Lessor shall procure or cause to be procured renewals of all such insurance policies at least ten (10) days before the expiration thereof.

(3) Each such policy or certificate therefor obtained by the Lessor shall to the extent obtainable contain an agreement by the

insurer that such policy shall not be cancelled without at least thirty (30) days' prior written notice to the first mortgage holder, the Government and the Lessor.

(4) The Lessor shall furnish or cause to be furnished to the first mortgage holder and the Government originals or copies certified by the insurance companies of certificates of all such insurance policies or in lieu thereof, upon receipt of written notice from any such party and until further written notice from any such party to the contrary, file with such parties upon the execution hereof and annually thereafter on the anniversary of such execution, a certificate over the signature of one of its officers or agents that the insurance required hereunder in the form required is in full force and effect as of the date of said certificate.

i. In case any building or structure now or hereafter erected on the premises shall be destroyed or damaged by fire or other cause covered by the insurance policies provided for in subparagraph g. of this Paragraph 19, all insurance monies payable on account of such destruction or damage shall be paid to the holder of the first mortgage to the extent of the then outstanding principal balance of said mortgage (but without premium) if this Lease is terminated pursuant to Paragraph 6 of this Lease or, if this Lease is not so terminated, applied to or for the benefit of the premises in such manner as may be specified in written instructions from the Government to the Lessor, provided that the manner of application of such monies shall minimize any abatement of rent under said Paragraph 6.

j. Notwithstanding the fact that existing legislation does not authorize condemnation of the leasehold, the Lessor and the Government agree that if during the term of this Lease all or any substantial portion of the premises is condemned and taken under power of eminent domain, and said taking affects the Lease, the award of just compensation, including any portion thereof applicable to the taking of the leasehold, and including any deposit for such award, shall be applied first to retirement of the first mortgage.

k. If default shall be made in the due and punctual payment of any rent or additional obligations payable or other sums required to be paid by the Government under this Lease or any part thereof, when and as the same shall become due and payable, or if a default shall be made by the Government in the performance of or compliance with any other of the covenants, agreements, terms or

conditions contained in this Lease, the Lessor shall take no action which will in any way adversely affect the payment of the portion of the rent allocable to the first mortgage holder.

l. No failure by the Lessor to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or complied with by the Government, and no breach thereof, shall be waived, altered, modified or terminated except by a written instrument executed by the Lessor. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

m. Subject to subparagraph j. of this Paragraph 19, in the event of any breach by the Government of any of the covenants, agreements, terms or conditions contained in this Lease, the Lessor, in addition to any and all other rights, shall be entitled to enjoin such breach and shall have the right to invoke any right or remedy allowed at law, in equity or by statute or otherwise for such breach.

n. If any term or provision of this Lease or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Lease, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

o. The Government, upon prior notice to the Lessor, shall be entitled to contest, in good faith, in the name of the Lessor or the Government, but at the expense of the Government, by appropriate proceedings diligently conducted, the validity or applicability, as the case may be, of any:

(1) Law or requirement or any proposed law or requirement of any governmental authority;

(2) Tax, assessment (including special assessment) or other governmental charge, or any proposed tax, assessment or any other governmental charge;

(3) Lien or encumbrance;

(4) Requirement of any insurance carrier; or

(5) Other expense, charge or claim;

which, during the term of this Lease, shall be levied, assessed, imposed, demanded or threatened to be levied, assessed, imposed or demanded by any governmental authority (provided noncompliance therewith or nonpayment thereof, as the case may be, does not impose any criminal liability upon the Lessor or subject the Lessor's title to the premises to forfeiture), insurance carrier or other person upon or with respect to the possession, occupation, operation, alteration, maintenance, repair or use of the premises or the making of any additions thereto.

p. The Government or the Lessor will not create or permit to be created or to remain, and will discharge, any lien, encumbrance, or charge (levied on account of any tax, other than a tax based on the Lessor's net income, or on account of any other municipal assessment or charge or any mechanic's, laborer's or materialman's lien or any mortgage, conditional sale, title retention agreement or chattel mortgage, or otherwise) which might be or become a lien, encumbrance or charge upon the premises or any part thereof or the income therefrom, having any priority or preference over or ranking on a parity with the estate, rights and interest of the first mortgage holder in the premises or any part thereof or the income therefrom, and the Government or the Lessor will not suffer any other matter or thing whereby the estate, rights and interest of the first mortgage holder in the premises or any part thereof might be impaired; provided that any tax or other municipal assessment or charge may, after the same becomes a lien on the premises, be paid or contested, and provided that, as between the Government and the Lessor, all such liens, encumbrances and charges shall be defended and discharged by the party responsible therefor under the terms of this Lease.

q. In the event that the Lessor, pursuant to the provisions of this Lease, any law and any restriction, covenant or other agreement affecting the premises (and whether or not any such restriction, covenant or other agreement is of record), is required to perform any act, or furnish any services, labor or materials and fails to do so, the

Government agrees that the Government, during the term of this Lease, will perform such act, furnish such services, labor or materials and otherwise discharge in full the Lessor's obligation under any such restrictions, covenant, or agreement to the extent of costs and expenses in amounts not in excess of that portion of the annual rental which exceeds the amount due the first mortgage holder, and the Government will deduct such expenses and costs from only that portion of the rental payments in excess of the amounts due the first mortgage holder.

r. Where the Government (under due authority of this Lease) or the Lessor uses any portion of the rental applicable to the reduction of the second mortgage for the payment of any other expenses or costs as authorized in this Lease or for any other purpose, the use of said portion of the rental shall not affect the option purchase price of the property as established in Paragraph 17 of this Lease but for such purpose the second mortgage shall be deemed to have continued to be reduced as though no such other use of the rentals had been made; but the provisions of this subparagraph r. shall not diminish the Lessor's right to reimbursement for real estate taxes pursuant to said Paragraph 17.

s. The Government agrees at any time and from time to time during the term of this Lease upon not less than ten (10) days' prior notice by the Lessor to execute, acknowledge and deliver to the Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the fixed rent and other charges have been paid in advance, if any, and stating whether or not to the best knowledge of the signer of such certificate the Lessor is in default in performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which the signer may have knowledge.

20. The terms and provisions of this Lease and the conditions herein shall bind the Lessor, and the Lessor's successors and assigns.

21. a. Whenever the Lease is executed by an attorney, agent, or trustee on behalf of the Lessor, two authenticated copies of his power of attorney, or other evidence to act on behalf of the Lessor, shall accompany the Lease.

b. When the Lessor is a partnership, the names of the partners composing the firm shall be stated in the body of the Lease. The Lease shall be signed with the partnership name, followed by the name of the partner signing the same.

c. Where the Lessor is a corporation, the Lease shall be signed with the corporate name, followed by the signature and title of the officer or other person signing the Lease on its behalf, duly attested, and, if requested by the Government evidence of this authority so to act shall be furnished.

d. If the property leased is located in a State requiring the recording of leases, the Lessor shall comply with all such statutory requirements at the Lessor's expense.

22. The following are attached and made a part hereof:

Exhibit "A-Revised"—Description of Premises

Exhibit "B"—Public Law 90-264

Exhibit "C-Revised"—Form of Option to Purchase Real Property

Exhibit "D-Revised"—Tax Clause Rider

Exhibit "E"—Appendix A of Washington Plan

23. This Lease shall become effective on the date (or the later of the dates) of the acknowledgment hereof by Lessor and Lessee, with its term commencing as prescribed in Paragraph 2 of this Lease.

24. Terminal Realty Baltimore Co. doth hereby constitute and appoint JOHN W. HANIFIN to be its Attorney for and in its name and as and for its corporate act and deed to acknowledge this Lease; and Terminal Realty Penn Co. doth hereby constitute and appoint F. J. GASPARINI to be its Attorney for and in its name and as and for its corporate act and deed to acknowledge this Lease.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the date first above written.

[Corporate Seal]

TERMINAL REALTY BALTIMORE CO.

ATTEST:

By JOHN W. HANIFIN
President

T. H. KEELOR
Secretary

[Corporate Seal]

TERMINAL REALTY PENN CO.

ATTEST:

By F. J. GASPARINI
President

R. W. CARROLL
Secretary

[Seal of the Department
of the Interior]

THE UNITED STATES OF AMERICA

By ROGERS C. B. MORTON
Secretary of the Interior

[NOTE: Exhibits "A-Revised", "C-Revised" and "D-Revised" are omitted from this Exhibit "B-Revised" — Form of Lease: Copies of said omitted Exhibits are attached as Exhibits to the Agreement to which this is Exhibit "B-Revised."]

CITY OF WASHINGTON }
 DISTRICT OF COLUMBIA } ss:

I, CHARLOTTE E. DOUGLAS, a Notary Public in and for the District of Columbia, do hereby certify that F. J. GASPARINI, who is personally well known to me as the person named as the attorney in fact of Terminal Realty Penn Co. in the foregoing and annexed Lease, bearing date as of March 1, 1972, personally appeared before me in said District and as attorney in fact as aforesaid, and by virtue of the power vested in him by said Lease, acknowledged the same to be the act and deed of Terminal Realty Penn Co., one of the parties thereto.

Given under my hand and seal this 21st day of September, A.D. 1972.

CHARLOTTE E. DOUGLAS
 Notary Public.

[Seal]

My commission expires March 31, 1974.

CITY OF WASHINGTON }
 DISTRICT OF COLUMBIA } ss:

I, CHARLOTTE E. DOUGLAS, a Notary Public in and for the District of Columbia, do hereby certify that JOHN W. HANIFIN, who is personally well known to me as the person named as the attorney in fact of Terminal Realty Baltimore Co. in the foregoing and annexed Lease, bearing date as of March 1, 1972, personally appeared before me in said District and as attorney in fact as aforesaid, and by virtue of the power vested in him by said Lease, acknowledged the same to be the act and deed of Terminal Realty Baltimore Co., one of the parties thereto.

Given under my hand and seal this 21st day of September, A.D. 1972.

CHARLOTTE E. DOUGLAS
 Notary Public.

[Seal]

My Commission expires March 31, 1974.

CITY OF WASHINGTON }
DISTRICT OF COLUMBIA } ss:

I hereby certify that on this 21st day of September, 1972 before me, the subscriber, a Notary Public in and for the District of Columbia, personally appeared Rogers C. B. Morton, to me known and by me duly sworn, and did depose and say that he is the Secretary of the Department of the Interior of the United States of America, acting on behalf of the United States in the foregoing Lease dated as of March 1, 1972; that he knows the seal of the Department of the Interior of the United States of America, and that the seal affixed to said instrument is the official seal of the Department of the Interior and was affixed thereto by his order; that said instrument was signed and sealed on behalf of the United States of America by virtue of the legal authority vested in him and that he acknowledged the said instrument to be the act and deed of the United States of America for the purpose therein expressed.

CHARLOTTE E. DOUGLAS
Notary Public.

[Seal]

My commission expires March 31, 1974.

EXHIBIT "C-REVISED"

**UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE**

Tract

NPS Area _____

Vendor(s) _____

Contract No. _____

OPTION TO PURCHASE REAL PROPERTY

The United States of America, in accordance with the provisions of Lease No. _____, hereby exercises its right to purchase from Terminal Realty Baltimore Company and Terminal Realty Penn Company hereinafter collectively called the Vendor, the fee simple title to the land described in Exhibit "A-Revised" hereto attached, subject to the easements, exceptions and reservations described in said Exhibit "A-Revised", with the buildings and improvements thereon, and all rights, hereditaments, easements and appurtenances thereunto belonging, located in the District of Columbia.

The sale is also made subject to the following rights outstanding in third parties:

Existing easements for public roads and highways, public utilities, railroads and pipelines, and subways.

The terms and conditions of this purchase are as follows:

(1) The United States of America agrees to pay the Vendor for said land the sum of \$_____, which reflects the calculations required by Paragraph 17 of Lease No. _____, including appropriate credits for rentals, payable on acceptance of this offer and approval of the Vendor's title; provided the Vendor can execute and deliver a good and sufficient special warranty deed conveying said land with the hereditaments and appurtenances thereunto belonging to the United States of America and its assigns, in fee simple, free and clear of all liens and encumbrances, except those specifically excepted or reserved above, together with all right, title, and interest of the Vendor in and to any streams, alleys, roads, streets, ways, strips, gores, abutting or adjoining said land.

(2) It is agreed that the United States will defray the expenses incident to the preparation and recordation of the deed to the United States and the procurement of the necessary title evidence.

(3) The Vendor agrees that all taxes, assessments, and encumbrances which are a lien against the land at the time of conveyance to the United States shall be satisfied of record by the Vendor at or before the transfer of title and, if the Vendor fails to do so, the United States may pay any taxes, assessments, and encumbrances which are a lien against the land; that the amount of any such payments by the United States shall be deducted from the purchase price of the land; that the Vendor will, at the request of the United States and without prior payment or tender of the purchase price, execute and deliver the deed to the United States, pay the Federal and State documentary revenue stamp taxes, State and local recordation or transfer taxes where required by the State or municipal subdivision thereof, and obtain and record such other curative evidence of title as may be required by the United States.

(4) The Vendor agrees that loss or damage to the property by fire or acts of God shall be at the risk of the Vendor until the title to the land and deed to the United States have been accepted by the United States through its duly authorized representative; and, in the event that such loss or damage occurs, the United States may, without liability, refuse to accept the conveyance of the title or it may elect to accept conveyance of title to such property, in which case there shall be an equitable adjustment of the purchase price.

(5) The Vendor further agrees that from the date hereof, officers and accredited agents of the United States shall have, at all proper times, rights and privileges to survey and enter upon said property for all lawful purposes in connection with the acquisition thereof.

(6) The Vendor represents and it is a condition of acceptance of this offer that no member of or delegate to Congress or resident commissioner, shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to any agreement if made with a corporation for its general benefit.

(7) The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the Vendor.

(8) All terms and conditions with respect to this offer are expressly contained herein and the Vendor agrees that no representative or agent of the United States has made any representation or promise with respect to this offer not expressly contained herein.

Signed, Sealed, and Delivered this _____ day of _____, 19____

EXHIBIT "D-REVISED"

TAX CLAUSE RIDER

(a) The Lessor shall present to the Government copies of the general real estate tax bills of each taxing authority for taxes due and payable on the land and buildings hereby demised when said taxes apply to any year or part thereof within the term of this Lease.

In addition, the Lessor shall submit with each tax bill an itemized breakdown of the total tax, showing the portion attributable to the demised premises and setting forth the method used to compute the Government's proportionate share, which computation shall be made on the same basis as shown in the attached tabulation, headed "Schedule '1' to Tax Clause Rider", under the heading, "U. S. Portion", but to which will be added the taxes on any improvements made on the demised premises for the use of the Government pursuant to Public Law 90-264, attached.

Presentation of said tax bills shall be made in the manner and to the office shown in subparagraph (d) hereof to permit payment of said taxes in the manner set out herein before any fine, penalty, interest or cost may be added thereto for the non-payment thereof and in time to obtain any discount allowed by the taxing authority. After the presentation and approval of said tax bills, the Government shall pay to the Lessor, as additional rent due hereunder, the net amount of said taxes that is in excess of \$125,538.54, as prescribed in Paragraph 3 of this Lease, by check made payable to the Lessor (but subject to the annual rental limit of \$3,500,000 provided in said Paragraph 3 of this Lease).

(b) If a part of said general real estate taxes applies to any period prior to the commencement or subsequent to the expiration of the term of this Lease and the remainder of the general real estate taxes applies to the period of time within the term of this Lease, the Government shall be liable to pay the Lessor in the aforesaid manner only that portion of said taxes applying to the period of time within the term of this Lease.

(c) In the event that general real estate taxes for any tax year or part thereof within the term hereby demised apply to the land only, the provisions of this entire tax article shall be and remain operative in the same manner and to the same extent as though said taxes applied to both land and buildings.

(d) The Lessor shall furnish the Government copies of tax bills and all notices which may affect the valuation of said land and buildings for general real estate tax purposes or which may affect the levy or assessment of general real estate taxes thereon. Such notices and tax bills shall be delivered or mailed within three days from the receipt

thereof by the Lessor to: Finance Officer, National Capital Parks, National Park Service, 1100 Ohio Drive, S.W., Washington, D. C. 20242, or to such other officer as he may in writing direct. The Lessor shall cause payment of said general real estate taxes to be made under protest when requested to do so by the Government. The Government may contest the amount or validity of any valuation for general real estate tax purposes or of any levy or assessment of any general real estate taxes by appropriate legal proceedings either in the name of the Government or the name of the Lessor or in the names of both. The Lessor upon reasonable notice and request by the Government shall join in any such proceedings, but the Lessor shall not be subject to any liability for the payment of penalties, costs or expenses in connection with any proceedings brought by the Government. The Lessor shall cooperate with the Government in any such contest or proceeding and execute any documents or pleadings required for such purpose provided the Lessor shall reasonably be satisfied that the facts and data set forth in such documents or pleadings are accurate.

(e) In the event the Lessor fails to present to the Government copies of the general real estate tax bills within three days from the receipt thereof by Lessor and such failure results in the addition of any fine, penalty, interest or cost to the amount of tax or the loss of any discount which would have been allowed by the taxing authority for prompt payment of tax, the Lessor will be responsible and liable for payment of such fine, penalty, interest, cost or the amount of lost discount and the Government will be liable only for payment of the net taxes less such discount as would have been allowed for prompt payment.

SCHEDULE "1" to Tax Clause Rider

VISITOR CENTER LEASE
Washington, D. C.
Property Taxes

	Area in Sq. Ft.	Present Assessment	% Division U.S./R.R.	U.S. Portion	R.R. Portion
Parcel #1					
Building Site	330,400	\$ 743,000	80/20	\$ 595,000	\$ 148,000
Present Building	—	3,128,000	90/10	2,815,000	313,000
Total		3,871,000		3,410,000	461,000
Taxes at \$3.00		116,130		102,300	13,830
Parcel #2					
Esplanade land assessment	68,400	154,000	80/20	123,000	31,000
Parking facility land:					
-station site	69,280	155,880	60/40	93,528	62,352
-balance	330,720	744,120	75/25	558,090	186,030
Present improvements		1,260,000	0/100	—	1,260,000
Total		2,314,000		774,618	1,539,382
Taxes at \$3.00		69,420		23,238.54	46,181.46
Grand Total Assessment		6,185,000		4,184,618	2,000,382
Grand Total Taxes		185,550		125,538.54	60,011.46

EXHIBIT "E"

§ 60-5.30 *Appendix A.*

For inclusion in the Invitation or Other Solicitation for Bids for a Federally-Involved Construction Contract in the Washington, D. C., Standard Metropolitan Statistical Area When the Estimated Total Cost of the Construction Project Exceeds \$500,000.

NOTICE OF REQUIREMENT
FOR SUBMISSION OF AFFIRMATIVE ACTION PLAN
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

NOTICE

TO BE ELIGIBLE FOR AWARD OF THE CONTRACT, EACH BIDDER MUST FULLY COMPLY WITH THE REQUIREMENTS, TERMS AND CONDITIONS OF THIS APPENDIX A.

The following are hereby submitted by the undersigned bidder as its goals for minority manpower utilization ("minority" being Negro, Spanish surname American, Oriental and American Indian) to be achieved on all work of the bidder within the Washington, D. C., Standard Metropolitan Statistical Area during the terms of his performance of this contract in the trades specified below in conformity with the Requirements, Terms and Conditions of this Appendix A hereinafter set forth:

Total Number of Manhours to be Worked by Minority Persons on all Bidder's Projects within the SMSA including on this Contract Expressed in Terms of a Percentage of the Total Number of Manhours to be Worked until May 31, 1971

Trade

Electricians
Painters & Paperhangers
Plumbers, Pipefitters &
Steamfitters
Iron Workers
Sheetmetal Workers
Elevator Constructors
Asbestos Workers
Lathers
Boilermakers
Tile & Terrazzo Workers
Glaziers

Total Number of Manhours to be Worked by Minority Persons on all Bidder's Projects within the SMSA including on this Contract Expressed in Terms of a Percentage of the Total Number of Manhours to be Worked from May 31, 1971 until May 31, 1972

Trade

Electricians
Painters & Paperhangers
Plumbers, Pipefitters &
Steamfitters
Iron Workers
Sheetmetal Workers
Elevator Constructors
Asbestos Workers
Lathers
Boilermakers
Tile & Terrazzo Workers
Glaziers

Total Number of Manhours to be Worked by Minority Persons on all Bidder's Projects within the SMSA including on this Contract Expressed in Terms of a Percentage of the Total Number of Manhours to be Worked from May 31, 1972 until May 31, 1973

Trade

Electricians
Painters & Paperhangers
Plumbers, Pipefitters &
Steamfitters
Iron Workers
Sheetmetal Workers
Elevator Constructors
Asbestos Workers
Lathers
Boilermakers
Tile & Terrazzo Workers
Glaziers

Total Number of Manhours to be Worked by Minority Persons on all Bidder's Projects within the SMSA including on this Contract Expressed in Terms of a Percentage of the Total Number of Manhours to be Worked from May 31, 1973 until May 31, 1974

Trade

Electricians
Painters & Paperhangers
Plumbers, Pipefitters &
Steamfitters
Iron Workers
Sheetmetal Workers
Elevator Constructors
Asbestos Workers
Lathers
Boilermakers
Tile & Terrazzo Workers
Glaziers

REQUIREMENTS, TERMS AND CONDITIONS

1. No contracts or subcontracts shall be awarded for Federal and Federally-assisted construction in the Washington, D. C., Standard Metropolitan Statistical Area (the District of Columbia; the Virginia Cities of Alexandria, Fairfax and Falls Church; the Virginia Counties of Arlington, Fairfax, Loudoun and Prince William; and the Maryland Counties of Montgomery and Prince Georges) on projects whose estimated cost exceeds \$500,000 unless the bidder completes and submits, prior to bid opening, this document designated as Appendix A, or a substantially similar document, which shall include specific goals of minority manpower utilization for each trade designated below which will be used by the contractor on all his work within the Washington, D. C., Standard Metropolitan Statistical Area during the term of his performance of the contract, such goals to be established by the contractor at least within the ranges established by this Appendix in Section 3 hereof. Minority manpower means, for the purposes of this Appendix, Negroes, Spanish surname Americans, Orientals and American Indians. The trades utilizing the following classifications of employees are covered by this Appendix:

Electricians
Painters & Paperhangers
Plumbers, Pipefitters &
Steamfitters
Iron Workers

Sheetmetal Workers
 Elevator Constructors
 Asbestos Workers
 Lathers
 Boilermakers
 Tile & Terrazzo Workers
 Glaziers

A bidder who fails or refused to complete or submit such goals shall not be deemed a responsive bidder and may not be awarded the contract or subcontract, but such goals need be submitted only for those trades to be used in the performance of the Federally-involved contract. In no case shall there be any negotiation over the provisions of the specific goals submitted by the bidder after the opening of bids and prior to the award of the contract.

2. Each Federal agency shall include, or require the applicant to include, in the invitation for bids, or other solicitation used for a Federally-involved (Federal or Federally-assisted) construction contract, when the estimated total cost of the construction project exceeds \$500,000, a notice stating that to be eligible for award, each bidder will be required to comply with this Appendix for the hereinafter designated trades to be used during the term of the performance of the contract — whether or not the work is subcontracted. The form of such notice shall be substantially similar to this Appendix A.

3. The following ranges, constituting acceptable minimums upon which a prospective contractor or subcontractor must establish his goals are hereby established as the standards for minority manpower utilization for each of the designated trades in the Washington SMSA for the next four years:

Trade	Range of Minority Group Employment until May 31, 1971
Electricians	10%-16%
Painters & Paperhangers	14%-21%
Plumbers, Pipefitters & Steamfitters	10%-15%
Iron Workers	11%-19%
Sheetmetal Workers	7%-13%
Elevator Constructors	16%-22%
Asbestos Workers	8%-14%
Lathers	16%-22%
Boilermakers	6%-12%
Tile & Terrazzo Workers	10%-16%
Glaziers	10%-16%

<u>Trade</u>	<u>Range of Minority Group Employment from May 31, 1971 until May 31, 1972</u>
Electricians	16%-22%
Painters & Paperhangers	21%-28%
Plumbers, Pipefitters & Steamfitters	15%-20%
Iron Workers	19%-27%
Sheetmetal Workers	13%-19%
Elevator Constructors	22%-28%
Asbestos Workers	14%-20%
Lathers	22%-28%
Boilermakers	12%-18%
Tile & Terrazzo Workers	16%-22%
Glaziers	16%-22%

<u>Trade</u>	<u>Range of Minority Group Employment from May 31, 1972 until May 31, 1973</u>
Electricians	22%-28%
Painters & Paperhangers	28%-35%
Plumbers, Pipefitters & Steamfitters	20%-25%
Iron Workers	27%-35%
Sheetmetal Workers	19%-25%
Elevator Constructors	28%-34%
Asbestos Workers	20%-26%
Lathers	28%-34%
Boilermakers	18%-24%
Tile & Terrazzo Workers	22%-28%
Glaziers	22%-28%

<u>Trade</u>	<u>Range of Minority Group Employment from May 31, 1973 until May 31, 1974</u>
Electricians	28%-34%
Painters & Paperhangers	35%-42%
Plumbers, Pipefitters & Steamfitters	25%-30%
Iron Workers	35%-43%
Sheetmetal Workers	25%-31%
Elevator Constructors	34%-40%
Asbestos Workers	26%-32%
Lathers	34%-40%
Boilermakers	24%-30%
Tile & Terrazzo Workers	28%-34%
Glaziers	28%-34%

After the first year of the program, the standards (trades and ranges) set forth herein shall be reviewed to determine whether the projections on which these standards are based adequately reflect the construction labor market situation at that time. Reductions or other significant fluctuations in Federally involved construction shall be specifically reviewed from time-to-time as to their effect upon the practicality of the standards. In no event, however, shall the standards be increased or trades be added for the contracts after bids have been received.

The contractor's or subcontractor's goals established within the above ranges shall express the contractor's or subcontractor's commitment of the percentage of minority personnel who will be working in each specified craft on each of his projects (whether Federally involved or otherwise) within the Washington SMSA during the term of the covered contract. The man hours for minority workers must be substantially uniform throughout the entire length of the contract for each of the designated trades, to the effect that the percentage of minority workers in the designated trades must be working throughout the length of work on each project in each trade. The contractor or subcontractor shall be deemed to have met his commitment to specific goals for minority manpower utilization:

(a) If the minority manpower utilization rate of the contractor or subcontractor itself meets the goals on the total of all of the contractor's or subcontractor's facilities within the Washington SMSA, provided, however, that if the contractor has denied equal employment opportunity, he shall not be in compliance with this Appendix, or

(b) If the contractor or subcontractor can establish that it is a member of a contractor's association or other employer organization or association, which has as one of its purposes the expanded utilization of minority manpower and that the total utilization rate of minority craftsman by all member contractors and subcontractors of such an association or organization on all projects in which they are involved within the Washington SMSA meets the contractor's or subcontractor's commitments, provided, however, that if the contractor has denied equal employment opportunity, he shall not be in compliance with this Appendix, or

(c) If the contractor or subcontractor can establish that it has a collective bargaining agreement with a union or other employee organization, that it utilizes that union or organization as its source for over 80 percent of its manpower needs and that the total minority utilization rate in the craft or crafts for which the union or organization has referred manpower on all projects within the Washington

SMSA to which such union or organization has referred manpower meets the contractor's or subcontractor's commitments, provided however, that if the contractor has denied equal employment opportunity, he shall not be in compliance with this Appendix.

4. The contractor's and subcontractor's commitment to specific goals is to meet affirmative action obligations and is not intended and shall not be used to discriminate against any qualified applicant or employee. Whenever it comes to the bidder's or contractor's attention that the goals are being used in a discriminatory manner, he shall immediately report that fact to the Office of Federal Contract Compliance of the U. S. Department of Labor in order that appropriate proceedings may be instituted.

5. The contractor's or subcontractor's (collectively hereinafter referred to as "contractor") commitment to specific goals for minority manpower utilization as required by this Appendix A shall constitute a commitment to make every good faith effort to meet such goals. If the contractor has failed to meet his goals, a determination of "good faith" will be based upon his efforts to broaden his recruitment base which efforts shall include but not be limited to the following:

(a) The contractor shall notify community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' response.

(b) The contractor shall maintain a file of the names and addresses of each minority worker referred to him and what action was taken with respect to each such referred worker. If such worker was not sent to the union hiring hall for referral or if such worker was not employed by the contractor, the contractor's file should document this and the reasons therefor.

(c) The contractor shall promptly notify the OFCC Area Coordinator when the union or unions with whom the contractor has a collective bargaining agreement has not referred to the contractor a minority worker sent by the contractor or the contractor has other information that the union referral process has impeded him in his efforts to meet his goal.

(d) The contractor shall participate in training programs in the area, especially those funded by the Department of Labor.

(e) The contractor shall disseminate his EEO policy within his own organization by including it in any policy manual; by publicizing it in company newspapers, annual report, etc.; by conducting staff, employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority employees.

(f) The contractor shall disseminate his EEO policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority news media; and by notifying and discussing it with all subcontractors and suppliers.

(g) The contractors shall make specific and constant personal (both written and oral) recruitment efforts directed at all minority organizations, schools with minority students, minority recruitment organizations and minority training organizations, within the contractor's recruitment area.

(h) The contractor shall make specific efforts to encourage present minority employees to recruit their friends and relatives.

(i) The contractor shall validate all man specifications, selection requirements, tests, etc.

(j) The contractor shall make every effort to provide after-school, summer and vacation employment to minority youths.

(k) Where reasonable the contractor shall develop on-the-job training opportunities and participate and assist in any association or employer-group training programs relevant to the contractor's employee needs.

(l) The contractor shall continually inventory and evaluate all minority personnel for promotion opportunities and encourage minority employees to seek such opportunities.

(m) The contractor shall make sure that seniority practices, job classifications, etc. do not have a discriminatory effect.

(n) The contractor shall make certain that all facilities and company activities are non-segregated.

(o) The contractor shall continually monitor all personnel activities to insure that his EEO policy is being carried out.

(p) The contractor shall solicitate bids for subcontracts from available minority subcontractors with the trades covered by this Order, including circulation of minority contractor associations.

6. Each agency shall review contractors' and subcontractors' employment practices during the performance of the contract. If the contractor and subcontractor meets its goals or if the contractor or subcontractor can demonstrate that it has made every good faith effort to meet those goals, the contractor shall be presumed to be in

compliance with Executive Order 11246, the implementing regulations and its obligations under this Appendix and no formal sanctions or proceedings leading toward sanctions shall be instituted unless the agency otherwise determines that the contractor or subcontractor is not providing equal employment opportunities. Where the agency finds that the contractor or subcontractor has failed to comply with the requirements of Executive Order 11246, the implementing regulations and its obligations under its Appendix, the agency shall take such action and impose such sanctions as may be appropriate under the Executive Order and the regulations. When the agency proceeds with such formal action it has the burden of proving that the contractor has not met the requirements of this Appendix, but the contractor's failure to meet his goals shall shift to him the requirement to come forward with evidence to show that he has met the "good faith" requirements of this Appendix. Such noncompliance by the contractor or subcontractor shall be taken into consideration by Federal agencies in determining whether such contractor or subcontractor can comply with the requirements of Executive Order 11246 and is therefore a "responsible prospective contractor" within the meaning of the Federal procurement regulations.

7. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees. Discrimination in referral for employment, even if pursuant to provisions of a collective bargaining agreement, is prohibited by the National Labor Relations Act and Title VII of the Civil Rights Act of 1964. It is the long-standing uniform policy of OFCC that contractors and subcontractors have a responsibility to provide equal employment opportunity if they want to participate in Federally-involved contracts. To the extent they have delegated the responsibility for some of their employment practices to some other organization or agency which prevents them from meeting their obligations pursuant to Executive Order 11246, as amended, such contractors cannot be considered to be in compliance with Executive Order 11246, as amended, or the implementing rules, regulations and orders.

8. All prime contractors and subcontractors shall include in all bid invitations or other pre-bid communications, written or otherwise, with respect to their prospective subcontractors, the goals, as applicable, which are required under this Appendix. Whenever a prime contractor or subcontractor subcontracts a portion of the work in any trade designated herein, he shall include in such subcontract his commitment made under this Appendix, as applicable, which shall be adopted by his subcontractor, who shall be bound thereby

and by this Appendix to the full extent as if he were the prime contractor. The prime contractor shall not be accountable for the failure of his subcontractor to fulfill his requirements. However, the prime contractor or subcontractor shall give notice to the Area Coordinator of the Office of Federal Contract Compliance of the Department of Labor and the contracting agency of any refusal or failure of any subcontractor to fulfill his obligations under this Appendix. Failure of compliance by any subcontractor will be treated in the same manner as such failure by the prime contractor.

9. Contractors and subcontractors must keep such records and file such reports relating to the provisions of this Appendix as shall be required by the contracting or administering agency.

10. Nothing in this Appendix shall be interpreted to diminish the responsibilities of the contracting and administering agencies nor the obligations of contractors or subcontractors pursuant to Executive Order 11246 for those trades and those contracts not covered by this Appendix.

11. This Appendix has been issued in accordance with an Order issued on June 1, 1970 by Secretary of Labor, George P. Shultz, Assistant Secretary for Wage and Labor Standards, Arthur A. Fletcher, and Director of the Office of Federal Contract Compliance, John L. Wilks. Bidders, contractors and subcontractors are bound by all the requirements, terms and conditions of that Order whether or not such requirements, terms and conditions are set forth in this Appendix and in the event of any inconsistency between this Appendix and that Order of June 1, 1970, as amended, the Order of June 1, 1970 as amended shall prevail.

12. The procedures set forth in this Appendix shall not apply to any contract when the head of the contracting or administering agency determines that such contract is essential to the national security and that its award without following such procedures is necessary to the national security. Upon making such a determination, the agency head will notify, in writing, the Director of the Office of Federal Contract Compliance within thirty days.

13. Nothing in this Appendix shall be interpreted to diminish the present contract compliance review and complaint programs.

14. Requests for exemptions from this Appendix must be made in writing, with justification, to the Director, Office of Federal Contract Compliance, U. S. Department of Labor, Washington, D. C.,

20210, and shall be forwarded through and with the endorsement of the agency head.

15. This Appendix shall be signed in the space provided below.

(Bidder)

(Date)

By: _____

Its: _____

Secretary of Labor

Assistant Secretary for Workplace
Standards

Director, Office of Federal Contract
Compliance

Lease For Real Property

between

TERMINAL REALTY BALTIMORE CO.

and

TERMINAL REALTY PENN CO.

and

THE UNITED STATES OF AMERICA

March 1, 1972

NATIONAL VISITOR CENTER

**U. S. GOVERNMENT
LEASE FOR REAL PROPERTY**

Dated as of March 1, 1972.

Lease No. CX - 3000 - 3 - 0217

THIS LEASE, made and entered into as of the above date by and between TERMINAL REALTY BALTIMORE Co. and TERMINAL REALTY PENN Co., whose addresses are 2 North Charles Street, Baltimore, Maryland 21201, and Six Penn Center Plaza, Philadelphia, Pennsylvania 19104, respectively, and whose interest in the property hereinafter described is that of Owners (hereinafter called the "Lessor"), and the UNITED STATES OF AMERICA (hereinafter called the "Government"):

WITNESSETH:

WHEREAS, on the 18th day of December 1968, the parties hereto under authority of Public Law 90-264 entered into a lease (hereinafter called the "1968 Lease") respecting the property in the District of Columbia known as Union Station, which provides, amongst other things, that the Government will lease from the Lessor for a term of 25 years the premises described in Exhibit "A" to the 1968 Lease, with the alterations and construction provided for in Public Law 90-264 which provides for the use of the premises as a facility for visitors to the Nation's Capital; and

WHEREAS, Penn Central Transportation Company ("Penn Central"), the corporate parent of Terminal Realty Penn Co. and its only source of credit, entered reorganization under Section 77 of the Bankruptcy Act on June 21, 1970, in the United States District Court for the Eastern District of Pennsylvania (hereinafter called the "Reorganization Court"), and Terminal Realty Baltimore Co. and its corporate parent, The Baltimore and Ohio Railroad Company, propose to enter into a National Visitor Center Project Management Agreement with Terminal Realty Penn Co. and The Washington Terminal Company (hereinafter called the "Management Agreement"), and a Consent and Agreement with The Washington Terminal Company and the Reorganization Trustees of Penn Central (the "Consent and Agreement"), whereby The Baltimore and Ohio Railroad Company will, for compensation from Terminal Realty Penn Co., assume responsibility for continuing with said proposed alterations, construction and lease on their credit alone for the account of both Owners; and

WHEREAS, the Lessor and the Government mutually agreed that the commencement and performance of such alterations and construction were subject to financing the cost of said alterations and construction at an annual interest rate not to exceed 7%; and

WHEREAS, the Lessor now finds that due to inflation and other economic factors over which the Lessor has no control, financing the cost of said alterations and construction cannot be accomplished at a 7% annual interest rate in the foreseeable future; and

WHEREAS, the Lessor desires to continue the project but in order to do so must obtain both interim construction financing and permanent financing for said alterations and construction at the best interest rates available; and

WHEREAS, certain changes and additions to the 1968 Lease are required to obtain the most favorable rates of interest available in the current market; and

WHEREAS, the Government has determined that it is in the best interest of the Government to proceed with the project, and has further determined that in order to assure completion of the project in compliance with P.L. 90-264 certain changes are required to be made in the 1968 Lease;

Now, THEREFORE,

IN CONSIDERATION of the mutual agreements herein set forth, and other good and valuable consideration, the parties hereto agree that the 1968 Lease is hereby deleted in its entirety, and in lieu thereof the parties do hereby covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises: All that real property more particularly described in Exhibit "A-Revised" affixed hereto, subject to the easements, reservations and exceptions therein provided, with buildings and improvements located thereon, altered and constructed in accordance with Public Law 90-264, a copy being affixed hereto and marked Exhibit "B", and agreement between the parties dated as of March 1, 1972, and all rights, hereditaments, easements, and appurtenances thereunto belonging (all collectively hereinafter sometimes called the "premises"), to be used for Governmental purposes.

2. To HAVE AND TO HOLD the said premises with their appurtenances for a twenty-five (25) year term beginning on approximately February 1, 1975. The actual 25-year term shall begin on the date the premises are occupied by the Government, and said date shall be

exactly established by supplemental agreement hereto, and rent shall commence to accrue on said date.

3. The Government shall pay the Lessor annual rent of not more than \$3,500,000, computed as follows: if the Lessor is required to pay 7½% interest per annum on the \$16,000,000 to be borrowed, the annual rental rate shall be \$3,338,127.04 plus real estate taxes in excess of \$125,538.54 computed and reported in accordance with Exhibit "D-Revised", Tax Clause Rider. If the Lessor is required to pay less than 7½% interest per annum on the money borrowed, the annual rental shall be reduced to reflect the saving. The actual rental rate shall be established by supplemental agreement hereto, and shall be paid at the rate of 1/12 per month in arrears. Rent for to the Lessor or assigns.

4. The Lessor shall furnish to the Government, as part of the rental consideration, nothing other than the premises. Any and all a lesser period shall be prorated. Rent checks shall be made payable revenues accruing from the operation of the premises shall accrue to the Government, and the Government shall control, operate and maintain the premises, including all equipment and fixtures, at its sole cost and expense. The Government shall contract for and pay the cost of all utilities and services required for operation of the premises.

5. The Government may sublet any part of the premises but shall not be relieved from any obligations under this Lease by reason of any such subletting.

6. For the purposes of this Paragraph 6, total destruction or damage to the premises shall consist of destruction or damage to such an extent that would warrant an insurance company insuring the loss due to such destruction or damage paying to the insured an amount not less than the full balance of principal then due to the holder of the first mortgage referred to in Paragraph 17 of this Lease, and partial destruction or damage shall consist of destruction or damage which would warrant payment of a lesser amount than the aforesaid.

In the event of partial destruction or damage to the premises by fire or other casualty, except in case of damage arising from an act or negligence of the Government, its agents, employees or sublessees, the Lessor, at no expense to the Government, will promptly adjust the loss and thereafter diligently prosecute (subject to delays caused by force majeure) the reconstruction and/or repair of the premises for occupancy by the Government at the earliest possible date. Until

completion of such reconstruction and/or repair the rent payable by the Government shall abate in whole or in part, depending upon the extent of the damaged area and the extent of its usability for Visitor Center purposes as determined by the Government, and such abatement shall be set forth in a supplemental lease agreement effective from the date of such partial destruction or damage.

During the period of reconstruction and/or repair all proceeds from the rent insurance provided in subparagraph g.(1)(c) of Paragraph 19 of this Lease and from rental payments by the Government shall be applied as provided in Paragraph 17 of this Lease, in order of priority, and mortgage amortization payments shall be deemed to have been made, for the purpose and in accordance with the provisions of said Paragraph 17, as if full rental payments had been made by the Government during the period of reconstruction and/or repair.

In the event of total destruction or damage to the premises, the Government may terminate this Lease and cease payment of rent by giving written notice to the Lessor within thirty (30) days after such destruction or damage, and shall not be responsible for any further rental payments.

The preceding provisions of this Paragraph 6 shall not prejudice any rights (all of which are hereby expressly reserved) which the Lessor, its successors, assigns and subrogees may have to enforce claims against the Government, its agents, employees or sublessees, for damages (including loss of rents) resulting from any total or partial destruction or damage to the premises, and the Government expressly consents to be sued upon such claims in any court of competent jurisdiction.

7. The Government shall have the right during the existence of this Lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government.

8. A joint physical survey and inspection report of the demised premises shall be made as of the effective date of this Lease, reflecting the then present condition, and will be signed on behalf of the parties hereto.

9. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this Lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this Lease, may be considered as bona fide employees or agencies within the exception contained in this clause.)

10. No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this Lease contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Lease contract if made with a corporation for its general benefit.

11. Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this Lease provides for payments aggregating \$1,000 or more, claims for monies due or to become due the Lessor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned or reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Notwithstanding any provisions of this contract, payments to an assignee of any monies due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or set-off.

12. All work performed by the Lessor and its contractors in connection with this Lease shall be subject to the following provisions:

a. During the performance of this contract (Lease) the contractor (Lessor) agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared

ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of subparagraphs (1) through (7) of this subparagraph a. of paragraph 12 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. All contracts for construction work entered into by the Lessor for purposes of this Lease shall be subject to the provisions of the Washington Plan, 41 C.F.R. 60-5, which is incorporated herein by reference. Before the award of any construction contracts or subcontracts involved in this Lease, the Lessor shall require the submission by the bidder(s) of the goals and time tables required by Appendix A of said Washington Plan, a copy of which Appendix A is attached hereto as Exhibit E and made a part hereof.

13. a. As used in this section, the term "facility" means stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in the building in which the space covered by this Lease is located.

b. The Lessor agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the Lessor solely to

tenants, their employees, customers, patients, clients, guests and invitees.

c. It is agreed that the Lessor's noncompliance with the provisions of this section shall constitute a material breach of this Lease. In the event of such noncompliance, the Government may take appropriate action to enforce compliance, may terminate this Lease, or may pursue such other remedies as may be provided by law. In the event of termination, the Lessor shall be liable for all excess costs of the Government in acquiring substitute space, including but not limited to the cost of moving to such space. Substitute space shall be obtained in as close proximity to the Lessor's building as is feasible and moving costs will be limited to the actual expenses thereof as incurred

d. It is further agreed that from and after the commencement of the term of this Lease the Lessor will, at such time as any agreement is to be entered into or a concession is to be permitted to operate, include or require the inclusion of the foregoing provisions of this section in every such agreement or concession pursuant to which any person other than the Lessor operates or has the right to operate any facility. Nothing herein contained, however, shall be deemed to require the Lessor to include or require the inclusion of the foregoing provisions of this Paragraph 13 in any existing agreement or concession arrangement or one in which the contracting party other than the Lessor has the unilateral right to renew or extend the agreement or arrangement, until the expiration of the existing agreement or arrangement and the unilateral right to renew or extend. The Lessor also agrees that it will take any and all lawful actions as expeditiously as possible, with respect to any such agreement as the contracting agency may direct, as a means of enforcing the intent of this Paragraph 13, including, but not limited to, termination of the agreement or concession and institution of court action.

14. a. The Lessor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this Lease, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this Lease.

b. The Lessor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees

that the Comptroller General of the United States or his representatives shall, until the expiration of 3 years after final payment under this Lease with the Government, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract.

15. The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the leased space is situated and, at its own expense, to obtain all necessary permits and related items.

16. At all times after receipt of Bids, prior to or after acceptance of any Bid or during any construction, remodeling or renovation work, the premises and the building or any parts thereof, upon reasonable and proper notice, shall be accessible for inspection by the Contracting Officer, or by architects, engineers, or other technicians representing him, to determine whether the essential requirements of the solicitation or the Lease requirements are met.

17. The Government shall have the option to purchase fee simple title to all of the demised premises in accordance with the terms and conditions of the "Option to Purchase Real Property" form, a copy affixed hereto, marked Exhibit "C-Revised" and made a part hereof, any time after the first year of this Lease, on one year's written notice. From the time the Government gives notice of its exercising of said option to purchase and until the time of closing of the fee purchase, the relationship between the parties hereto shall remain as Lessor and Lessee under the terms and conditions of this Lease.

All rentals paid, except that portion representing tax escalation, shall have been applied by the Lessor (subject to subparagraph r. of Paragraph 19 of this Lease) to meet the obligations (both principal and interest) of the mortgage or mortgages placed on the property, which shall consist of a first mortgage to amortize from the time of occupancy by the Secretary \$16,000,000 principal over a 25-year period at no more than seven and one-half percent per annum, computed monthly, and may also include a second mortgage to amortize \$27,050,000 principal over a 25-year period, at five percent per annum, computed annually (which second mortgage may consist of two second mortgages, each in the original principal amount of \$13,525,000, one made by Terminal Realty Baltimore Co. to The Baltimore and Ohio Railroad Company, its successors and assigns, and the other made by Terminal Realty Penn Co. to the Penn Central Reorganization Trustees, their successors and assigns), said one or two second

mortgages being hereinafter called "the second mortgage" or "the \$27,050,000 mortgage", and said first mortgage and the second mortgage being hereinafter collectively called "the aforementioned mortgages" or "said two mortgages".

The Government shall have the right to exercise its option in either of the following two methods, each of which provides for credit for a portion of the rentals paid:

a. It is hereby agreed that, upon the exercise of the option, the Secretary has the right to purchase the aforesaid property for the aggregate unpaid balances on date of closing of title, of the aforementioned mortgages, plus (a) the amount payable as a prepayment charge, if any, under the terms of the \$16,000,000 mortgage, and (b) amounts, if any, paid for real estate taxes which would have been included in the rentals by operation of the Tax Clause Rider (Exhibit "D-Revised" hereto) but for the limit of \$3,500,000 set forth in Section 102 (7) of Public Law 90-264, provided, however that, in the event Lessor has not placed all of the aforementioned mortgages on the aforesaid property, or that such aforementioned mortgages, or any thereof, are paid or prepaid in an amount different than set forth in the preceding paragraph hereof, the purchase price shall be computed as if the Lessor had placed such mortgages on the aforesaid property and amortized such mortgages amounting to \$43,050,000 in accordance with the preceding paragraph hereof. It is agreed that the \$27,050,000 mortgage shall have no penalty for prepayment; or

b. It is hereby agreed that upon the exercise of the option, the Government has the right to purchase the premises for the sum of \$1.00, plus amounts, if any, paid for real estate taxes which would have been included in the rentals by operation of the Tax Clause Rider but for the limit of \$3,500,000 set forth in Section 102 (7) of Public Law 90-264, said purchase being subject to the aforementioned mortgages, the obligations (both principal and interest) of said two mortgages to continue to be met by the application of the payments referred to in Paragraph 3 of this Lease, which the Government expressly covenants, as an absolute and unconditional obligation, to continue to pay to the mortgage holders until the mortgages are retired by payment in full after 25 years or prepaid and retired at any time during their term by payment by the Secretary of the aggregate unpaid balances plus the amount payable as a prepayment charge, if any, under the terms of the \$16,000,000 mortgage. It is agreed that the \$27,050,000 mortgage shall have no penalty for prepayment.

From and after the closing on the fee purchase under either of the above option methods, the Lessor shall have no further obligations as Lessor under this Lease, and, in the event of fee purchase under option b. above, the Lessor agrees to use its best efforts to have said two mortgages provide that, from and after such closing, no insurance shall be required for the protection of the holders of said mortgages.

18. Notwithstanding any inconsistent provision of Paragraph 11 of this Lease, it is hereby expressly permitted that the claims for monies due or to become due the Lessor from the Government under this Lease may be assigned to the extent of the amounts necessary to meet the payments on the two mortgages referred to in Paragraph 17 of this Lease, subject to deductions authorized by subparagraph q. of Paragraph 19 of this Lease. It is further permitted that such assignment may be made to more than one party.

19. a. Subject to the provisions of Paragraph 6 of this Lease, the Lessor and the Government hereby agree that the payment of \$1,418,863.07 of the annual rental, being the amount necessary to pay interest and amortization on the \$16,000,000 first mortgage referred to in Paragraph 17 of this Lease if said mortgage carries an interest rate of 7½% per annum, shall be an absolutely fixed sum unconditionally available to the holder of said first mortgage, free of any charges, assessments, or impositions of any kind charged, assessed, or imposed on or against the premises, and without abatement, deductions, setoffs, counterclaim, recoupment, defense, and without being affected by any defect in title, compliance with specifications, condition, design, operation or fitness for use of, or casualty affecting, the premises, and the holder of the first mortgage shall not be expected or required to pay any such charge, assessment or imposition, or be under any obligation or liability hereunder, and the Government and the Lessor covenant and agree to pay and discharge in accordance with the terms of this Lease, all costs, expenses and obligations of any kind relating to the maintenance, preservation, care, repair and operation of the premises, including all replacements, alterations and additions, which may arise or become due during the term of this Lease.

b. The Government or the Lessor shall pay or cause to be paid in accordance with the terms of this Lease, as additional obligations hereunder (whether ordinary or extraordinary, foreseen or unforeseen and without regard to the nature thereof and whether general or special), all:

(1) Taxes, assessments (including special assessments) and all other governmental charges of any nature whatsoever arising during the term which shall be levied, assessed, or imposed by any governmental authority against the Lessor or upon or with respect to the ownership, possession, occupation, operation, alteration, maintenance, repair, restoration, financing and use of and receipt of rental from the premises, or the making of any additions thereto, subject, however, to the following conditions and limitations:

(a) Nothing in this Lease contained shall be construed to require the Government to bear the expense of any tax based on net income imposed upon the Lessor; and

(b) In the case of any assessment for public improvements wherein such assessment is permitted to be paid in installments, then, and in such event, with respect to such assessments and regardless of the date of confirmation, the Government or the Lessor may pay the same in installments.

(2) Water and sewer rents, water frontage charges, water meter rents and all other charges of a similar kind, transit taxes, local taxes and charges, charges for public utilities, excises, license and permit fees and other governmental charges of any kind or nature whatsoever which at any time during the term of this Lease may be assessed, confirmed, levied, imposed upon or become a lien on the premises, or any part thereof or any appurtenances thereto, or become due or payable out of or in respect of (i) the rent and income received by the Government from sub-tenants of the premises, or any part thereof; (ii) any use or occupation of the premises; and (iii) such franchises as may be appurtenant to such use or occupation;

(3) Premiums for insurance required by subparagraph g. of this Paragraph 19.

(4) Expenses of occupying, operating, altering, maintaining, repairing, restoring or using the premises and of making any additions thereto (including structural as well as non-structural alterations, additions, restorations and repairs);

c. The Government or the Lessor shall pay each sum payable pursuant to subparagraph b. of this Paragraph 19 when the same becomes due and payable; provided, however, that if any authority having jurisdiction or alleging to have jurisdiction assesses taxes or assessments (including special assessments), or levies any other

charges against the premises as contemplated and provided for in this Lease and the Government or the Lessor or any agent acting on behalf of the Government or the Lessor deems the same or any of them excessive, improper or illegal, and provided further that failure to pay said taxes, assessments (including special assessments) or other charges will not result in a forfeiture of the Lessor's title to the premises or a sale thereof for such nonpayment, the Government or the Lessor may defer compliance therewith to the extent permitted by law so long as the validity or amount thereof is contested by the Government in good faith, in its name, or at the Government's option, in the Lessor's name but at the Government's or Lessor's expense.

d. The Government or the Lessor shall exhibit or cause to be exhibited to the first mortgage holder a receipted bill for any tax, assessment (including special assessment), governmental charge or water or sewer rent which has become due and payable under this Lease, or any other evidence satisfactory to the first mortgage holder of the payment thereof at any time upon request.

e. Except as provided in subparagraphs c. and o. of this Paragraph 19, the Government and the Lessor shall not create, or permit to exist, any lien or encumbrance which might be or become a lien or encumbrance having priority over or ranking on a parity with the first mortgage holder's interest in the premises or under this Lease. All funds required to effect the purpose of this subparagraph e. shall be derived from that portion of the annual rental in excess of the payments to the first mortgage holder.

f. Subject to subparagraph o. of this Paragraph 19, the Government will pay and discharge all liabilities, obligations, damages, penalties, claims, costs, charges and expenses which may be imposed upon or incurred by or asserted against the Lessor during the term of this Lease by reason of any failure on the part of the Government to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease on its part to be performed or complied with.

In case any action, proceeding or claim is brought or made against the Lessor for any such failure on the part of the Government, the Lessor will promptly give the Government notice thereof and the Government will at the Government's expense resist, defend or otherwise discharge such action, proceeding or claim.

g. The following provisions shall be made for insurance with respect to the premises:

(1) The Lessor or agents of the Lessor shall maintain, at the cost and expense of the Lessor for the benefit of the Government, the Lessor, and the holder of the first mortgage as their interests may appear, when applicable, insurance with respect to the premises, of the following types and in the following amounts:

(a) Fire, extended coverage, and vandalism and malicious mischief insurance, in an amount sufficient to pay the principal balance on the first mortgage (without premium).

(b) Boiler damage insurance with a limit of not less than \$500,000 per accident.

(c) Insurance sufficient to pay to the Lessor, in the event of any temporary abatement of rent during the period of a casualty pursuant to Paragraph 6 of this Lease, amounts equal to those amounts of the rent so abated that are required to continue the payments of interest and amortization on said first mortgage. The Lessor shall have the option at its expense, but shall not be obligated, to provide insurance under this Item (c) in a greater amount than aforesaid.

(2) At all times when the Government is performing any work in connection with altering, repairing or making additions to the premises, the Government shall require its contractor (including all subcontractors) to maintain the following insurance coverages:

(a) Completed value builder's risk form insuring the perils of fire, lightning, extended coverage, and vandalism and malicious mischief — naming as insureds the contractor, the Government, the Lessor and the holder of the first mortgage as their interests may appear, coverage limits to be in the full amount of the contract.

(b) Workmen's Compensation Insurance covering all persons employed by them and engaged in such work.

(c) Public Liability and Property Damage Insurance—naming the contractor as named insured (a separate policy shall be required of each subcontractor).

(d) Protective Public Liability and Property Damage Insurance—naming the Government and the Lessor as insureds. Coverage limits on Items (c) and (d) above shall be as specified by the Government.

(3) At all times when the Lessor is performing any work in connection with altering, repairing or making additions to the premises, the Lessor shall require its contractor (including all subcontractors) to maintain the following insurance coverages:

(a) Completed value builder's risk form insuring the perils of fire, lightning, extended coverage, and vandalism and malicious mischief — naming as insureds the contractor, the Government, the Lessor and the holder of the first mortgage as their interests may appear, coverage limits to be in the full amount of the contract.

(b) Workmen's Compensation Insurance covering all persons employed by them and engaged in such work.

(c) Public Liability and Property Damage Insurance—naming the contractor as named insured (a separate policy shall be required of each subcontractor).

(d) Protective Public Liability and Property Damage Insurance—naming the Government and the Lessor as insureds. Coverage limits on Items (c) and (d) above shall be as specified by the Lessor.

h. The following conditions shall apply to the insurance provided for in Item (1) of subparagraph g. of this Paragraph 19:

(1) Each insurance policy shall:

(a) Be issued by an insurance company of recognized standing satisfactory to the first mortgage holder, the Government and the Lessor;

(b) Be in the standard form customarily in use in the District of Columbia;

(c) Be carried in favor of the first mortgage holder, the Government and the Lessor, as their interests may appear, when applicable;

(d) Include such deductibles as may be required by the insurance carriers.

(2) The Lessor shall procure or cause to be procured renewals of all such insurance policies at least ten (10) days before the expiration thereof.

(3) Each such policy or certificate therefor obtained by the Lessor shall to the extent obtainable contain an agreement by the

insurer that such policy shall not be cancelled without at least thirty (30) days' prior written notice to the first mortgage holder, the Government and the Lessor.

(4) The Lessor shall furnish or cause to be furnished to the first mortgage holder and the Government originals or copies certified by the insurance companies of certificates of all such insurance policies or in lieu thereof, upon receipt of written notice from any such party and until further written notice from any such party to the contrary, file with such parties upon the execution hereof and annually thereafter on the anniversary of such execution, a certificate over the signature of one of its officers or agents that the insurance required hereunder in the form required is in full force and effect as of the date of said certificate.

i. In case any building or structure now or hereafter erected on the premises shall be destroyed or damaged by fire or other cause covered by the insurance policies provided for in subparagraph g. of this Paragraph 19, all insurance monies payable on account of such destruction or damage shall be paid to the holder of the first mortgage to the extent of the then outstanding principal balance of said mortgage (but without premium) if this Lease is terminated pursuant to Paragraph 6 of this Lease or, if this Lease is not so terminated, applied to or for the benefit of the premises in such manner as may be specified in written instructions from the Government to the Lessor, provided that the manner of application of such monies shall minimize any abatement of rent under said Paragraph 6.

j. Notwithstanding the fact that existing legislation does not authorize condemnation of the leasehold, the Lessor and the Government agree that if during the term of this Lease all or any substantial portion of the premises is condemned and taken under power of eminent domain, and said taking affects the Lease, the award of just compensation, including any portion thereof applicable to the taking of the leasehold, and including any deposit for such award, shall be applied first to retirement of the first mortgage.

k. If default shall be made in the due and punctual payment of any rent or additional obligations payable or other sums required to be paid by the Government under this Lease or any part thereof, when and as the same shall become due and payable, or if a default shall be made by the Government in the performance of or compliance with any other of the covenants, agreements, terms or

conditions contained in this Lease, the Lessor shall take no action which will in any way adversely affect the payment of the portion of the rent allocable to the first mortgage holder.

l. No failure by the Lessor to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or complied with by the Government, and no breach thereof, shall be waived, altered, modified or terminated except by a written instrument executed by the Lessor. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

m. Subject to subparagraph j. of this Paragraph 19, in the event of any breach by the Government of any of the covenants, agreements, terms or conditions contained in this Lease, the Lessor, in addition to any and all other rights, shall be entitled to enjoin such breach and shall have the right to invoke any right or remedy allowed at law, in equity or by statute or otherwise for such breach.

n. If any term or provision of this Lease or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Lease, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

o. The Government, upon prior notice to the Lessor, shall be entitled to contest, in good faith, in the name of the Lessor or the Government, but at the expense of the Government, by appropriate proceedings diligently conducted, the validity or applicability, as the case may be, of any:

(1) Law or requirement or any proposed law or requirement of any governmental authority;

(2) Tax, assessment (including special assessment) or other governmental charge, or any proposed tax, assessment or any other governmental charge;

(3) Lien or encumbrance;

(4) Requirement of any insurance carrier; or

(5) Other expense, charge or claim;

which, during the term of this Lease, shall be levied, assessed, imposed, demanded or threatened to be levied, assessed, imposed or demanded by any governmental authority (provided noncompliance therewith or nonpayment thereof, as the case may be, does not impose any criminal liability upon the Lessor or subject the Lessor's title to the premises to forfeiture), insurance carrier or other person upon or with respect to the possession, occupation, operation, alteration, maintenance, repair or use of the premises or the making of any additions thereto.

p. The Government or the Lessor will not create or permit to be created or to remain, and will discharge, any lien, encumbrance, or charge (levied on account of any tax, other than a tax based on the Lessor's net income, or on account of any other municipal assessment or charge or any mechanic's, laborer's or materialman's lien or any mortgage, conditional sale, title retention agreement or chattel mortgage, or otherwise) which might be or become a lien, encumbrance or charge upon the premises or any part thereof or the income therefrom, having any priority or preference over or ranking on a parity with the estate, rights and interest of the first mortgage holder in the premises or any part thereof or the income therefrom, and the Government or the Lessor will not suffer any other matter or thing whereby the estate, rights and interest of the first mortgage holder in the premises or any part thereof might be impaired; provided that any tax or other municipal assessment or charge may, after the same becomes a lien on the premises, be paid or contested, and provided that, as between the Government and the Lessor, all such liens, encumbrances and charges shall be defended and discharged by the party responsible therefor under the terms of this Lease.

q. In the event that the Lessor, pursuant to the provisions of this Lease, any law and any restriction, covenant or other agreement affecting the premises (and whether or not any such restriction, covenant or other agreement is of record), is required to perform any act, or furnish any services, labor or materials and fails to do so, the

Government agrees that the Government, during the term of this Lease, will perform such act, furnish such services, labor or materials and otherwise discharge in full the Lessor's obligation under any such restrictions, covenant, or agreement to the extent of costs and expenses in amounts not in excess of that portion of the annual rental which exceeds the amount due the first mortgage holder, and the Government will deduct such expenses and costs from only that portion of the rental payments in excess of the amounts due the first mortgage holder.

r. Where the Government (under due authority of this Lease) or the Lessor uses any portion of the rental applicable to the reduction of the second mortgage for the payment of any other expenses or costs as authorized in this Lease or for any other purpose, the use of said portion of the rental shall not affect the option purchase price of the property as established in Paragraph 17 of this Lease but for such purpose the second mortgage shall be deemed to have continued to be reduced as though no such other use of the rentals had been made; but the provisions of this subparagraph r. shall not diminish the Lessor's right to reimbursement for real estate taxes pursuant to said Paragraph 17.

s. The Government agrees at any time and from time to time during the term of this Lease upon not less than ten (10) days' prior notice by the Lessor to execute, acknowledge and deliver to the Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the fixed rent and other charges have been paid in advance, if any, and stating whether or not to the best knowledge of the signer of such certificate the Lessor is in default in performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which the signer may have knowledge.

20. The terms and provisions of this Lease and the conditions herein shall bind the Lessor, and the Lessor's successors and assigns.

21. a. Whenever the Lease is executed by an attorney, agent, or trustee on behalf of the Lessor, two authenticated copies of his power of attorney, or other evidence to act on behalf of the Lessor, shall accompany the Lease.

b. When the Lessor is a partnership, the names of the partners composing the firm shall be stated in the body of the Lease. The Lease shall be signed with the partnership name, followed by the name of the partner signing the same.

c. Where the Lessor is a corporation, the Lease shall be signed with the corporate name, followed by the signature and title of the officer or other person signing the Lease on its behalf, duly attested, and, if requested by the Government evidence of this authority so to act shall be furnished.

d. If the property leased is located in a State requiring the recording of leases, the Lessor shall comply with all such statutory requirements at the Lessor's expense.

22. The following are attached and made a part hereof:

Exhibit "A-Revised"—Description of Premises

Exhibit "B"—Public Law 90-264

Exhibit "C-Revised"—Form of Option to Purchase Real Property

Exhibit "D-Revised"—Tax Clause Rider

Exhibit "E"—Appendix A of Washington Plan

23. This Lease shall become effective on the date (or the later of the dates) of the acknowledgment hereof by Lessor and Lessee, with its term commencing as prescribed in Paragraph 2 of this Lease.

24. Terminal Realty Baltimore Co. doth hereby constitute and appoint JOHN W. HANIFIN to be its Attorney for and in its name and as and for its corporate act and deed to acknowledge this Lease; and Terminal Realty Penn Co. doth hereby constitute and appoint F. J. GASPARINI to be its Attorney for and in its name and as and for its corporate act and deed to acknowledge this Lease.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the date first above written.

[Corporate Seal]

TERMINAL REALTY BALTIMORE CO.

ATTEST:

By JOHN W. HANIFIN
President

T. H. KEELOR
Secretary

[Corporate Seal]

TERMINAL REALTY PENN CO.

ATTEST:

By F. J. GASPARINI
President

R. W. CARROLL
Secretary

[Seal of the Department
of the Interior]

THE UNITED STATES OF AMERICA

By ROGERS C. B. MORTON
Secretary of the Interior

CITY OF WASHINGTON }
DISTRICT OF COLUMBIA } SS:

I, CHARLOTTE E. DOUGLAS, a Notary Public in and for the District of Columbia, do hereby certify that F. J. GASPARINI, who is personally well known to me as the person named as the attorney in fact of Terminal Realty Penn Co. in the foregoing and annexed Lease, bearing date as of March 1, 1972, personally appeared before me in said District and as attorney in fact as aforesaid, and by virtue of the power vested in him by said Lease, acknowledged the same to be the act and deed of Terminal Realty Penn Co., one of the parties thereto.

Given under my hand and seal this 21st day of September, A.D. 1972.

CHARLOTTE E. DOUGLAS
Notary Public.

[Seal]

My commission expires March 31, 1974.

CITY OF WASHINGTON }
DISTRICT OF COLUMBIA } SS:

I, CHARLOTTE E. DOUGLAS, a Notary Public in and for the District of Columbia, do hereby certify that JOHN W. HANIFIN, who is personally well known to me as the person named as the attorney in fact of Terminal Realty Baltimore Co. in the foregoing and annexed Lease, bearing date as of March 1, 1972, personally appeared before me in said District and as attorney in fact as aforesaid, and by virtue of the power vested in him by said Lease, acknowledged the same to be the act and deed of Terminal Realty Baltimore Co., one of the parties thereto.

Given under my hand and seal this 21st day of September, A.D. 1972.

CHARLOTTE E. DOUGLAS
Notary Public.

[Seal]

My Commission expires March 31, 1974.

CITY OF WASHINGTON }
 DISTRICT OF COLUMBIA } ss:

I hereby certify that on this 21st day of September, 1972 before me, the subscriber, a Notary Public in and for the District of Columbia, personally appeared Rogers C. B. Morton, to me known and by me duly sworn, and did depose and say that he is the Secretary of the Department of the Interior of the United States of America, acting on behalf of the United States in the foregoing Lease dated as of March 1, 1972; that he knows the seal of the Department of the Interior of the United States of America, and that the seal affixed to said instrument is the official seal of the Department of the Interior and was affixed thereto by his order; that said instrument was signed and sealed on behalf of the United States of America by virtue of the legal authority vested in him and that he acknowledged the said instrument to be the act and deed of the United States of America for the purpose therein expressed.

CHARLOTTE E. DOUGLAS
 Notary Public.

[Seal]

My commission expires March 31, 1974.

EXHIBIT "A-REVISED"

PARCEL I

A parcel of land more particularly described as follows: Beginning for the same at the intersection of the easterly line of 1st Street, N. E., with the northerly line of Union Station Plaza; proceeding thence with the easterly line of 1st Street, North Fifteen (15) degrees, Forty-four (44) minutes Zero (00) seconds East, Four Hundred Ninety-seven and Sixty Hundredths (497.60) feet; thence, leaving said 1st Street South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East, Six Hundred Ninety-three (693.00) feet thence, South Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds West, Eighty-five (85.00) feet; thence, South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East, Sixty-seven (67.00) feet; thence South Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds West, Four Hundred Twelve and Sixty Hundredths (412.60) feet; thence North Eighty-six (86) degrees Four (04) minutes Zero (00) seconds West, One Hundred Twenty-nine and Eighty-three Hundredths (129.83) feet; thence North Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds West, Five Hundred Five and Eighty-four Hundredths (505.84) feet; thence, North Sixty-two (62) degrees Twenty-eight (28) minutes Zero (00) seconds West, One Hundred Twenty-nine and Eighty-three Hundredths (129.83) feet to the point of the beginning, containing Three Hundred Eighty nine Thousand Two Hundred Ninety-one and Seventy-three Hundredths (389,291.73) square feet and being parts of two tracts of land known for the purposes of assessment and taxation as Lots Eight Hundred Four (804) and Eight Hundred Five (805) in Square Seven Hundred Seventeen (717). The preceding description was prepared from a Plat of Computation recorded in the Office of the Surveyor for the District of Columbia in Survey Book 191, page 21. Reserving and excepting perpetual and assignable easements for the location, construction, replacement and/or removal of rapid transit facilities and appurtenances, in accordance with plans and specifications which shall meet the approval of the United States of America, acting by and through the Secretary of the Interior, or his nominee, insofar as said location, construction, replacement and/or removal could affect the development, utilization operation and maintenance of the National Visitor Center which is intended to occupy Parcel I, supra, and for the operation and maintenance of the aforesaid rapid transit facilities and appurtenances, within the following described land areas located within Parcel I, together with non-exclusive rights of ingress and egress to and from said land areas as provided, to wit:

1. A sub-surface land area between Elevations 13.0 and 55.61 based on 1929 United States Coast and Geodetic Survey datum, beneath and

through a portion of Parcel I, Beginning for the same at the intersection of the easterly line of 1st Street, N. E. with the Northerly line of Union Station Plaza; proceeding thence with the Easterly line of 1st Street, North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, Four Hundred Ninety-seven and Sixty Hundredths (497.60) feet; thence, leaving said 1st Street South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East, Sixty-seven (67.00) feet; thence South Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds West, Five Hundred Eleven and Sixty Hundredths (511.60) feet; thence North Sixty-two (62) degrees Twenty-eight (28) minutes Zero (00) seconds West, Sixty-eight and Forty-five Hundredths (68.45) feet to the beginning, containing Thirty-three Thousand Eight Hundred Eight and Twenty Hundredths (33,808.20) square feet.

2. A sub-surface land area between Elevations 25.00 and 55.61 based on 1929 United States Coast and Geodetic Survey datum, beneath and through a portion of Parcel I, Beginning for the same at the end of the following course and distance from the intersection of the easterly line of 1st Street, N. E. with the Northerly line of Union Station Plaza; along the Northerly line of Union Station Plaza South Sixty-two (62) degrees Twenty-eight (28) minutes East, Sixty-eight and Forty-five Hundredths (68.45) feet to the beginning of the easement herein to be described proceeding thence North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, Two Hundred Two and Sixty-nine Hundredths (202.69) feet; thence South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East, Fifty-five and Forty-nine Hundredths (55.49) feet; thence, South Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds West, Twenty and Thirty-one Hundredths (20.31) feet; thence South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East, Seventy-five and Fourteen Hundredths (75.14) feet; thence, North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, Thirty-six (36) feet; thence South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East, Twenty-five and Thirty-four Hundredths (25.34) feet; thence South Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds West, Thirty-six (36.00) feet; thence, South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East, Twelve and Eighty-three Hundredths (12.83) feet; thence, South Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds West, Fifty-five and Fifty Hundredths (55.50) feet; thence South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East, Six (6.00) feet; thence, South Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds West, Forty and Thirty-three Hundredths (40.33) feet; thence South Four (4) degrees Thirty-eight (38) minutes Zero (00) seconds West, One Hundred One (101.00) feet; thence North

Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds West, Forty-seven and Fifty Hundredths (47.50) feet; thence North Four (4) degrees Thirty-eight (38) minutes Zero (00) seconds East, One Hundred One (101.00) feet; thence North Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds West, Thirty-one and Fifty-six Hundredths (31.56) feet; thence, South Fifteen (15) degrees Forty-four (44) minutes (00) seconds West, Ninety-nine and Eleven Hundredths (99.11) feet; thence North Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds West, Thirty-five (35.00) feet; thence North Sixty-two (62) degrees Twenty-eight (28) minutes Zero (00) seconds West, Sixty-one and Thirty-eight Hundredths (61.38) feet to the beginning, containing Thirty-one Thousand Six Hundred Twenty-two and Eighty-seven Hundredths (31,622.87) square feet, together with the free right of ingress and egress thereto by Grantor, its successors and assigns over and across Parcel I.

3. A surface land area to Elevation 73.0, based on 1929 United States Coast and Geodetic Survey datum, over and across Parcel I, Beginning for the same at the end of the following three courses and distances from the intersection of the easterly line of 1st Street, N. E., with the northerly line of Union Station Plaza, (1) along the northerly line of Union Station Plaza South Sixty-two (62) degrees Twenty-eight (28) minutes Zero (00) seconds East, Sixty-eight and Forty-five Hundredths (68.45) feet; (2) thence, North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, One Hundred Forty-three and Thirty-seven Hundredths (143.37) feet; thence, South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East, Seven and Thirty-seven Hundredths (7.37) feet to the beginning; proceeding thence North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, Seventy-eight (78) feet; thence, South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East, Fifty (50.00) feet; thence South Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds West, Seventy-eight (78.00) feet; thence North seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds West, Fifty (50) feet to the beginning, containing Thirty-nine Hundred (3900) square feet, together with the free right of access thereto by Grantor, its successors and assigns and all licensees and invitees thereof, over and across Parcel I.

4. A sub-surface land area between Elevations 25.0 and 55.50 based on 1929 United States Coast and Geodetic Survey datum, beneath and through a portion of Parcel I, Beginning for the same at the end of the following two courses and distances from the intersection of the easterly line of 1st Street, N. E. with the northerly line of Union Station Plaza; along the easterly line of 1st Street, N. E. (1) North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, four Hundred Ninety-seven and Sixty Hundredths (497.60) feet; (2) thence, South Seventy-four (74) degrees Sixteen (16) minutes Zero (00)

seconds East, Sixty-seven (67.00) feet to the beginning; proceeding thence along the same course South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East, Thirty-four and Eighty-one Hundredths (34.81) feet; thence, South Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds West, Thirty-five and Forty-one Hundredths (35.41) feet; thence North Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds West, Thirty-four and Eighty-one Hundredths (34.81) feet; thence North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, Thirty-five and Forty-one Hundredths (35.41) feet to the beginning, containing One Thousand Two Hundred Thirty-two and Sixty-two Hundredths (1232.62) square feet.

PARCEL II

A parcel of land more particularly described as follows: Beginning for the same at the end of the following course and distance from the intersection of the easterly line of 1st Street, N. E., with the northerly line of Union Station Plaza; along the easterly line of 1st Street; (1) North Fifteen (15) degrees Forty-four (44) minutes zero (00) seconds East, Four Hundred Ninety-seven and Sixty Hundredths (497.60) feet to the beginning of the parcel herein to be described; proceeding thence still with the easterly line of 1st Street North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, Five Hundred Seventy-seven (577.00) feet; thence, leaving 1st Street, South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds, East, Six Hundred Ninety-three (693.00) feet; thence South Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds West, Five Hundred Seventy-seven (577.00) feet; thence North Seventy-four (74) degrees, Sixteen (16) minutes Zero (00) seconds West, Six Hundred Ninety-three (693.00) feet to the beginning, containing Three Hundred Ninety-nine Thousand Eight Hundred Sixty-one (399,861.00) square feet, and being parts of three tracts of land known for the purposes of assessments and taxation as Lots Eight Hundred Four (804) Eight Hundred Five (805), and Eight Hundred Six (806) in Square Seven Hundred Seventeen (717). The preceding description was prepared from a Plat of Computation recorded in the Office of the Surveyor for the District of Columbia in Survey Book 191, page 21. Reserving and excepting perpetual and assignable easements for the location, construction, replacement and/or removal of rapid transit facilities and appurtenances, in accordance with plans and specifications which shall meet the approval of the United States of America, acting by and through the Secretary of the Interior, or his nominee, insofar as said location, construction, replacement and/or removal could affect the development, utilization, operation and maintenance of the National Visitor Center which is intended to occupy Parcel II, supra, and for the operation and maintenance of the aforesaid rapid transit facilities

and appurtenances, within the following described areas beneath and through or over and across said Parcel II, together with non-exclusive rights of ingress and egress to and from said areas as provided, to-wit:

1. A sub-surface land area between Elevations 25.0 and 55.50 based on 1929 United States Coast and Geodetic Survey datum, beneath and through a portion of Parcel II, Beginning for the same at the end of the following course and distance from the intersection of the easterly line of 1st Street, N. E., with the northerly line of Union Station Plaza; along the easterly line of 1st Street, North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, Four Hundred Ninety-seven and Sixty Hundredths (497.60) feet to the beginning; proceeding thence still with the easterly line of 1st Street, North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, Four Hundred Seventy-nine and Six Hundredths (479.06) feet; thence, leaving 1st Street, South Seventy-six (76) degrees Sixteen (16) minutes Fifty-one (51) seconds East, Sixty and Seventy-one Hundredths (60.71) feet; thence, South Thirteen (13) degrees Forty-three (43) minutes Nine (09) seconds West, Fifty (50.00) feet to a point of curve; thence, south-westerly by a curve to the right, the radius of which is Six Thousand One Hundred Twelve (6,112.00) feet, an arc distance of Two Hundred Thirteen and Thirty-five Hundredths (213.35) feet to a point; thence, along a radial line extended South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East, 0.80 feet; thence South Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds West, Two Hundred Seventeen and Ninety-one Hundredths (217.91) feet; thence North Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds West, Sixty-seven (67.00) feet to the beginning, containing 31,462.30 square feet.

2. A surface land area to Elevation 56.0, based on 1929 United States Coast and Geodetic Survey datum, over and across Parcel II, Beginning for the same at the end of the following course and distance from the intersection of the easterly line of 1st Street, N. E., with the Northerly line of Union Station Plaza; along the easterly line of 1st Street North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, Nine Hundred Seventy-six and Sixty-six Hundredths (976.66) feet to the beginning; proceeding thence, still with the easterly line of 1st Street North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, Ninety-seven and Ninety-four Hundredths (97.94) feet; thence, leaving 1st Street, South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East, Sixty-seven and Twenty-five Hundredths (67.25) feet; thence, South Thirteen (13) degrees Forty-three (43) minutes Eight (08) seconds West, Ninety-five and Fifty-two Hundredths (95.52) feet; thence North Seventy-six (76) degrees Sixteen (16) minutes Fifty-one (51) seconds West, Seventy

and Sixty-six Hundredths (70.66) feet to the beginning, containing 6,667.63 square feet.

3. A sub-surface land area between Elevations 25.0 and 55.50, based on 1929 United States Coast and Geodetic Survey datum, beneath and through a portion of Parcel II, Beginning for the same at the end of the following two courses and distances from the intersection of the easterly line of 1st Street, N. E. with the northerly line of Union Station Plaza; along the easterly line of 1st Street, (1) North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, Four Hundred Ninety-seven and Sixty Hundredths (497.60) feet; (2) thence South Seventy-four (74) degrees, Sixteen (16) minutes Zero (00) seconds East, Sixty-seven (67.00) feet to the beginning; proceeding thence, North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, Two Hundred Seventeen and Ninety-one Hundredths (217.91) feet; thence, North Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds West, (0.80) feet; thence northeasterly by a curve to the left, the radius of which is 6,112.0 feet, an arc distance of Two Hundred Thirteen and Thirty-five Hundredths (213.35) feet to a point of tangency; thence North Thirteen (13) degrees Forty-three (43) minutes Nine (09) seconds East, Fifty (50) feet; thence, North Thirteen (13) degrees Forty-three (43) minutes Eight (08) seconds East, Ninety-five and Eighty-seven Hundredths (95.87) feet; thence South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East, Fifty-seven and Ninety-five Hundredths (57.95) feet, thence South Thirty-seven degrees (37) Nine (09) minutes Thirty (30) seconds West, Thirty-three and Seventy-nine Hundredths (33.79) feet; thence South Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds West, Five Hundred Forty-six (546.00) feet; thence North Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds West, Thirty-four and Eighty-one Hundredths (34.81) feet to the beginning, containing 22,167.60 square feet.

4. A surface land area to Elevation 70.0, based on 1929 United States Coast and Geodetic Survey and datum, over and across Parcel II, Beginning for the same at the end of the following two courses and distances from the intersection of the easterly line of 1st Street, N. E., with the northerly line of Union Station Plaza; (1) along the easterly line of 1st Street North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, Five Hundred Five and Sixty Hundredths (505.60) feet; (2) thence, leaving 1st Street, South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East, Eighteen (18.00) feet, to the beginning, proceeding thence, North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East Fifty (50.00) feet; thence South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East, Eighty (80.00) feet, thence, South Fifteen (15)

degrees Forty-four (44) minutes Zero (00) seconds West, Fifty (50.00) feet; thence North Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds West, Eighty (80) feet to the beginning, containing Four Thousand (4,000) square feet, together with the free right of access thereto by Grantor, its successors and assigns and all licensees and invitees thereof, over and across both Parcel I, above, and Parcel II.

5. A surface land area having as its upper limit the lower surface of a necessary vehicular ramp to be built to serve a multi-level vehicular parking facility to be constructed overhead above Elevation 76.0, based on 1929 United States Coast and Geodetic Survey datum, said surface area described as Beginning for the same at the end of the following course and distance from the intersection of the easterly line of 1st Street, N. E., with the northerly line of Union Station Plaza; along the easterly line of 1st Street, North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, Six Hundred Ninety-two and Sixty Hundredths (692.60) feet; to the beginning; proceeding thence, still with the easterly line of 1st Street, North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, Sixty-seven (67.00) feet; thence, leaving 1st Street, South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East, Fifty (50.00) feet; thence South Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds West, Sixty-seven (67.00) feet; thence, North Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds West, Fifty (50.00) feet to the beginning, containing 3,350.00 square feet, together with the right of ingress and egress thereto by Grantor, its successors and assigns over and across Parcels I and II.

PARCEL III

A perpetual easement above Elevation 70.0, based on 1929 United States Coast and Geodetic Survey datum, for the construction, maintenance and operation of a portion of a parking facility, principally to be constructed over and upon Parcel II, with all surface areas necessary for the location of support structures therefor, and for the construction, maintenance and operation of access ramps serving said facility, over, upon and across a parcel of land more particularly described as follows: Beginning for the same at the end of the two following courses and distances from the intersection of the easterly line of 1st Street, N. E., with northerly line of Union Station Plaza; along the easterly line of 1st Street; (1) North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East, Ten Hundred Seventy-four and Sixty Hundredths (1074.60) feet; (2) thence leaving 1st Street South Seventy-four (74) Degrees Sixteen (16) minutes Zero (00) seconds East, Six Hundred Ninety-three (693.00) feet to the beginning of the parcel herein to be described; proceeding

thence South Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds East, Sixty-seven (67.00) feet; thence South Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds West, Six Hundred Sixty-two (662.00) feet; thence North Seventy-four (74) degrees Sixteen (16) minutes Zero (00) seconds West Sixty-seven (67.00) feet; thence North Fifteen (15) degrees Forty-four (44) minutes Zero (00) seconds East Six Hundred Sixty-two (662.00) feet to the beginning, containing 44,354 square feet, and being parts of three tracts of land known for the purposes of assessment and taxation as Lots Eight Hundred Four (804) Eight Hundred Five (805) and Eight Hundred Six (806) in Squares Seven Hundred Nineteen (719) and Seven Hundred Twenty (720). The preceding description was prepared from a plat of computation recorded in the Office of the Surveyor for the District of Columbia in Survey Book 191, page 21.

This conveyance is further subject to the following reservations and conditions for and in behalf of Grantor its successors and assigns: (a) The continued right of use, possession, operation and maintenance of the Union Station Building, concourse, concession areas and related areas presently used for commercial operation by The Washington Terminal Company, its lessees, concessionaires, licensees, passengers, officers, employees, contractors, invitees, and visitors during the period of alteration and construction of the Visitor Center Parking facility and new passenger station contemplated by Public Law 90-264 and until the taking of full occupancy by the United States of America pursuant to a lease covering the property herein described, and (b) The right to use, operate, and maintain, as long as required for railroad purposes, the existing tunnel, approaches, and their appurtenances (including, but not limited to, the tracks, signals, catenary, platforms, stairways, passageways, walkways, ramps, all utilities, communication facilities, offices, locker rooms, shops and other miscellaneous facilities) across and below the Union Station Building at the Easterly side of the property, and (c) The right to continue as long as required, to use, operate, and maintain with The Washington Terminal Company officers, employees, contractors, invitees and the necessary United States Post Office personnel, the mail conveyor system in the basement of the Union Station Building and the connections thereto, the use of the tunnel connecting the east and west concourse basements to transport mail, the use and access to the adjacent mail buildings and public streets, and the use of the basement truck dock and adjacent floor area to load, unload, sort and transport mail, and (d) The right to continued use of the passageway, roadways, walkways, stairways, and ramps for purposes of access to and from and between The Washington Terminal Company points

of operation and the public streets by its passengers, lessees, licensees, concessionaires, officers, employees, contractors, invitees, and visitors and to similar rights of access by means of similar facilities, properly provided for in the plans and specifications of the alterations and construction contemplated by Public Law 90-264, for joint use of these facilities to serve the National Visitor Center, the parking facility, The Washington Terminal Company points of operation and other operations, if any, and the right to grant use of these facilities to others, and (e) The right to use, operate, maintain, construct, and reconstruct the utility and communication lines and appurtenances, and access to them, now existent, and as required, for The Washington Terminal Company operations both within and outside the limits of this property, so as to maintain the integrity of the distribution systems in the Union Station Building, and (f) The continued right, so long as required for railroad purposes, to use, operate, maintain, construct, and reconstruct the railroad facilities and appurtenances thereon, including but not limited to, the tracks, signals, catenary, platforms, stairways, passageways, walkways, roadways, ramps, all utilities, communication facilities, offices, locker rooms, shops, buildings, and other miscellaneous facilities as are now existent, and as may be required for future railroad operations, uninterrupted by the alterations and construction contemplated by Public Law 90-264 and with due consideration to the maintenance of, and efficiency of, the railroad operations, and (g) The right to construct a new passenger station, to be integrated in the parking facility structure, the floor and ceiling elevations and the size to be determined in the preparation of the plans and specifications contemplated by Public Law 90-264, such new passenger station to provide for the services necessary for the public, and (h) The right to use, operate, maintain, construct, and reconstruct such new passenger station as long as required for railroad operations, and to lease or license the use of space therein for any lawful purposes so long as such new passenger station is required for railroad purposes, and to retain any income derived therefrom, and (i) The right of The Washington Terminal Company's passengers, officers, employees, lessees, licensees, concessionaires, contractors, invitees and visitors to have similar access to and from such new passenger station as set forth above.

EXHIBIT "B"

Public Law 90-264

90th Congress, H. R. 12603

March 12, 1968

AN ACT

To supplement the purposes of the Public Buildings Act of 1959 (73 Stat. 479), by authorizing agreements and leases with respect to certain properties in the District of Columbia, for the purpose of a national visitor center, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That this Act may be cited as the "National Visitor Center Facilities Act of 1968".

TITLE I—NATIONAL VISITOR CENTER

SEC. 101. The Secretary of the Interior (hereafter in this Act referred to as the "Secretary"), in consultation with the Administrator of General Services (hereafter in this Act referred to as the "Administrator"), is authorized to negotiate and enter into agreements and leases with The Washington Terminal Company, its successors or assigns (hereafter in this Act referred to as the "Company"), the owner of the property in the District of Columbia known as Union Station, for use of all or a part of such property for a national visitor center to be known as the National Visitor Center and a parking facility in connection therewith.

SEC. 102. (a) The agreements and leases authorized by section 101 of this Act shall be subject to the following terms and conditions:

(1) the Company shall agree to make such alterations of the Union Station Building as the Secretary determines necessary to provide adequate facilities for visitors, which facilities, including the parking facility under paragraph (3), shall be representative of the highest standards of excellence of design and function;

(2) the lease of the Union Station Building shall commence on a date to be mutually agreed upon contingent upon when such facilities are available for public use, and shall not be for a term of more than twenty-five years;

(3) the Company, in consultation with the Secretary, shall construct a parking facility, including necessary approaches and ramps, to accommodate as nearly as possible four thousand motor vehicles in the air space northerly of and adjacent to the existing Union Station Building, and such facility shall, upon com-

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pletion, be leased to the United States for a term not to exceed twenty-five years;

(4) the Company shall, and it is hereby authorized to, construct a new railroad passenger station in the area beneath or adjacent to the parking facility referred to in paragraph (3);

(5) the United States shall have the option to purchase all of the property leased under this title for an amount not in excess of the fair market value of such property any time after the first year of the lease on one year's written notice and on such terms and conditions including credit toward such purchase price of any portions of rentals paid by the United States as may be mutually agreed upon;

(6) rentals paid by the United States shall not exceed the fair rental value of the property as mutually determined by the Secretary, the Administrator, and the Lessor;

(7) the aggregate annual cost to the United States of all leases entered into under this title shall not exceed \$3,500,000;

(8) the total cost of all alterations referred to in paragraph (1) and all construction referred to in paragraph (3) shall not exceed \$16,000,000, except that total cost of such alterations shall not exceed \$5,000,000.

(b) In addition to the terms and conditions set forth in subsection (a) of this section, agreements and leases entered into under authority of this title shall include such other terms and conditions as the Secretary and the Administrator jointly shall prescribe.

SEC. 103. The Secretary shall administer any property leased under this title in accordance with those provisions of the Act of August 25, 1916 (16 U.S.C. 1 et seq.), as amended and supplemented, applicable to the administration of the national park system.

SEC. 104. On or before April 15, 1968, the Secretary shall report to Congress the results of a full and complete investigation and study of the problems of transporting visitors along the Mall and its vicinity in the District of Columbia, on the United States Capitol Grounds, and to and from the National Visitor Center, including but not limited to, types of transportation to be utilized, the operation of any such transportation system, the feasibility of providing free transportation for visitors on all or any portion of such system, and proposed legislation to carry out his recommendations.

SEC. 105. (a) In connection with the construction of the parking facility to be constructed pursuant to section 102(a)(3) of this title, the District of Columbia shall, upon the request of the Secretary,

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transfer to the Secretary any real property under its jurisdiction which may be necessary to provide vehicular access to public roads and highways in the immediate area of such facility.

(b) Any alteration in the existing traffic pattern in Union Station Plaza necessitated or made desirable by reason of such parking facility shall be made only after consultation with the Architect of the Capitol.

SEC. 106. (a) Notwithstanding the execution of any agreement or lease pursuant to this title, the Secretary, in consultation with the National Visitor Facilities Advisory Commission established under title II of this Act, is directed (1) to make a continuing study of the needs of visitors to the Washington metropolitan area, including the necessity and desirability of different or additional visitor facilities, and of altering existing visitor facilities, and (2) to recommend that the Administrator acquire, alter, or construct such facilities.

(b) The Secretary shall submit annually a report to Congress on the National Visitor Center authorized by this title and on all other visitor facilities authorized in accordance with this Act, including the amendments made by this Act.

SEC. 107. All existing laws or parts of laws inconsistent with the provisions of this Act are hereby repealed to the extent to which they are so inconsistent, but to no further or other extent.

SEC. 108. The first section of the Act approved November 5, 1966 (Public Law 89-759) is amended by inserting "and directed" immediately following "authorized" and by amending paragraph (1) to read as follows:

"(1) select as the site of a permanent heliport, the parking facility referred to in section 102(a)(3) of the National Visitor Center Facilities Act of 1968;"

SEC. 109. There are authorized to be appropriated such sums as may be necessary to carry out the provisions of this Act.

SEC. 110. The Secretary shall take such action as may be necessary to insure that all laborers and mechanics employed by contractors or subcontractors on the alterations referred to in section 102(a)(1), and the parking facility referred to in section 102(a)(3), of this title shall be paid wages at rates not less than those prevailing for the same type of work on similar construction in the locality as determined by the Secretary of Labor, in accordance with the Act of March 3, 1931, as amended, known as the Davis-Bacon Act (46 Stat. 1494; 40 U.S.C. 276a-276a-5). The Secretary of Labor shall have, with

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respect to the labor standards specified in this section, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 13, 1934, as amended (48 Stat. 948; 40 U.S.C. 276c).

TITLE II—ADVISORY COMMISSION

SEC. 201. There is hereby created a National Visitor Facilities Advisory Commission (hereafter in this Act referred to as the "Commission") which shall (1) conduct a continuing review of the National Visitor Center established pursuant to title I of this Act, (2) conduct continuing investigations and studies of sites and plans to provide additional facilities and services for visitors and students coming to the Nation's Capital, and (3) advise the Secretary and the Administrator with respect to the planning, construction, acquisition, and operation of all such visitor facilities.

SEC. 202. (a) The Commission shall be composed of the Secretary, the Administrator, the Secretary of the Smithsonian Institution, the Chairman of the National Capital Planning Commission, the Chairman of the Commission of Fine Arts, six Members of the Senate, three from each party, to be appointed by the President of the Senate, and six Members of the House of Representatives, three from each party, to be appointed by the Speaker of the House of Representatives, and three members appointed by the President, at least two of whom shall not be officers of the Federal Government, and one member of whom shall be a representative of the District of Columbia government. Non-Federal members shall serve at the pleasure of the President. The Secretary shall be the Chairman of the Commission. The Commission shall meet at the call of the Chairman.

(b) Members of the Commission who are not officers or employees of the Federal Government or the government of the District of Columbia shall be entitled to receive compensation in accordance with section 3109 of title 5, United States Code, and travel expenses including per diem in lieu of subsistence as authorized by section 5703 of title 5, United States Code, for persons in the government service employed intermittently.

(c) The Director of the National Park Service, in consultation with the Administrator, shall provide the necessary staff and facilities to assist the Commission in carrying out its duties under this title.

SEC. 203. The Commission shall, from time to time, report to the Secretary and the Administrator the results of its reviews, studies, and investigations. In the case of any report recommending addi-

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tional facilities for visitors, such report shall include the Commission's recommendations as to a site or sites for the facilities to be provided, together with preliminary plans, specifications, and architectural drawings for such facilities as well as the estimated cost of the recommended sites and facilities.

TITLE III—CAPITOL VISITOR CENTER

SEC. 301. Notwithstanding any other provision of law, the Architect of the Capitol, in consultation with the House Office Building Commission and the Senate Office Building Commission, is hereby authorized and directed to provide adequate space and facilities in the Capitol Building for an educational and informational center and information and distribution stations to afford visitors to the Capitol Building an opportunity to acquire (1) information relative to Congressional offices, (2) assistance relative to their visit to the Capitol, (3) pamphlets, books, drawings, slides and photographs, and related materials, and (4) information about the Capitol and the history of the Capitol Building and past and present Congresses. All materials distributed by such educational and informational center and such stations shall first be approved by the Architect of the Capitol, after consultation with the House Committee on House Administration, the Senate Committee on Rules and Administration, the United States Capitol Historical Society, and such other educational and historical groups as the Architect of the Capitol deems appropriate. The Architect of the Capitol is hereby authorized to enter into such agreements as may be reasonably necessary to operate such educational and informational center and stations.

Approved March 12, 1968.

LEGISLATIVE HISTORY:

HOUSE REPORTS: No. 810 (Comm. on Public Works) and No. 1131 (Comm. of Conference).

SENATE REPORT No. 959 (Comm. on Public Works).

CONGRESSIONAL RECORD:

Vol. 113 (1967): Nov. 27, considered and passed House.

Vol. 114 (1968): Feb. 8, considered and passed Senate, amended.

Feb. 28, Senate agreed to conference report.

Feb. 29, House agreed to conference report.

EXHIBIT "C-REVISED"

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

 Tract

NPS Area _____

Vendor(s) _____

Contract No. _____

OPTION TO PURCHASE REAL PROPERTY

The United States of America, in accordance with the provisions of Lease No. _____, hereby exercises its right to purchase from Terminal Realty Baltimore Company and Terminal Realty Penn Company hereinafter collectively called the Vendor, the fee simple title to the land described in Exhibit "A-Revised" hereto attached, subject to the easements, exceptions and reservations described in said Exhibit "A-Revised", with the buildings and improvements thereon, and all rights, hereditaments, easements and appurtenances thereunto belonging, located in the District of Columbia.

The sale is also made subject to the following rights outstanding in third parties:

Existing easements for public roads and highways, public utilities, railroads and pipelines, and subways.

The terms and conditions of this purchase are as follows:

(1) The United States of America agrees to pay the Vendor for said land the sum of \$_____, which reflects the calculations required by Paragraph 17 of Lease No. _____, including appropriate credits for rentals, payable on acceptance of this offer and approval of the Vendor's title; provided the Vendor can execute and deliver a good and sufficient special warranty deed conveying said land with the hereditaments and appurtenances thereunto belonging to the United States of America and its assigns, in fee simple, free and clear of all liens and encumbrances, except those specifically excepted or reserved above, together with all right, title, and interest of the Vendor in and to any streams, alleys, roads, streets, ways, strips, gores, abutting or adjoining said land.

(2) It is agreed that the United States will defray the expenses incident to the preparation and recordation of the deed to the United States and the procurement of the necessary title evidence.

(3) The Vendor agrees that all taxes, assessments, and encumbrances which are a lien against the land at the time of conveyance to the United States shall be satisfied of record by the Vendor at or before the transfer of title and, if the Vendor fails to do so, the United States may pay any taxes, assessments, and encumbrances which are a lien against the land; that the amount of any such payments by the United States shall be deducted from the purchase price of the land; that the Vendor will, at the request of the United States and without prior payment or tender of the purchase price, execute and deliver the deed to the United States, pay the Federal and State documentary revenue stamp taxes, State and local recordation or transfer taxes where required by the State or municipal subdivision thereof, and obtain and record such other curative evidence of title as may be required by the United States.

(4) The Vendor agrees that loss or damage to the property by fire or acts of God shall be at the risk of the Vendor until the title to the land and deed to the United States have been accepted by the United States through its duly authorized representative; and, in the event that such loss or damage occurs, the United States may, without liability, refuse to accept the conveyance of the title or it may elect to accept conveyance of title to such property, in which case there shall be an equitable adjustment of the purchase price.

(5) The Vendor further agrees that from the date hereof, officers and accredited agents of the United States shall have, at all proper times, rights and privileges to survey and enter upon said property for all lawful purposes in connection with the acquisition thereof.

(6) The Vendor represents and it is a condition of acceptance of this offer that no member of or delegate to Congress or resident commissioner, shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to any agreement if made with a corporation for its general benefit.

(7) The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the Vendor.

(8) All terms and conditions with respect to this offer are expressly contained herein and the Vendor agrees that no representative or agent of the United States has made any representation or promise with respect to this offer not expressly contained herein.

Signed, Sealed, and Delivered this _____ day of _____, 19____

EXHIBIT "D-REVISED"

TAX CLAUSE RIDER

(a) The Lessor shall present to the Government copies of the general real estate tax bills of each taxing authority for taxes due and payable on the land and buildings hereby demised when said taxes apply to any year or part thereof within the term of this Lease.

In addition, the Lessor shall submit with each tax bill an itemized breakdown of the total tax, showing the portion attributable to the demised premises and setting forth the method used to compute the Government's proportionate share, which computation shall be made on the same basis as shown in the attached tabulation, headed "Schedule '1' to Tax Clause Rider", under the heading, "U. S. Portion", but to which will be added the taxes on any improvements made on the demised premises for the use of the Government pursuant to Public Law 90-264, attached.

Presentation of said tax bills shall be made in the manner and to the office shown in subparagraph (d) hereof to permit payment of said taxes in the manner set out herein before any fine, penalty, interest or cost may be added thereto for the non-payment thereof and in time to obtain any discount allowed by the taxing authority. After the presentation and approval of said tax bills, the Government shall pay to the Lessor, as additional rent due hereunder, the net amount of said taxes that is in excess of \$125,538.54, as prescribed in Paragraph 3 of this Lease, by check made payable to the Lessor (but subject to the annual rental limit of \$3,500,000 provided in said Paragraph 3 of this Lease).

(b) If a part of said general real estate taxes applies to any period prior to the commencement or subsequent to the expiration of the term of this Lease and the remainder of the general real estate taxes applies to the period of time within the term of this Lease, the Government shall be liable to pay the Lessor in the aforesaid manner only that portion of said taxes applying to the period of time within the term of this Lease.

(c) In the event that general real estate taxes for any tax year or part thereof within the term hereby demised apply to the land only, the provisions of this entire tax article shall be and remain operative in the same manner and to the same extent as though said taxes applied to both land and buildings.

(d) The Lessor shall furnish the Government copies of tax bills and all notices which may affect the valuation of said land and buildings for general real estate tax purposes or which may affect the levy or assessment of general real estate taxes thereon. Such notices and tax bills shall be delivered or mailed within three days from the receipt

thereof by the Lessor to: Finance Officer, National Capital Parks, National Park Service, 1100 Ohio Drive, S.W., Washington, D. C. 20242, or to such other officer as he may in writing direct. The Lessor shall cause payment of said general real estate taxes to be made under protest when requested to do so by the Government. The Government may contest the amount or validity of any valuation for general real estate tax purposes or of any levy or assessment of any general real estate taxes by appropriate legal proceedings either in the name of the Government or the name of the Lessor or in the names of both. The Lessor upon reasonable notice and request by the Government shall join in any such proceedings, but the Lessor shall not be subject to any liability for the payment of penalties, costs or expenses in connection with any proceedings brought by the Government. The Lessor shall cooperate with the Government in any such contest or proceeding and execute any documents or pleadings required for such purpose provided the Lessor shall reasonably be satisfied that the facts and data set forth in such documents or pleadings are accurate.

(e) In the event the Lessor fails to present to the Government copies of the general real estate tax bills within three days from the receipt thereof by Lessor and such failure results in the addition of any fine, penalty, interest or cost to the amount of tax or the loss of any discount which would have been allowed by the taxing authority for prompt payment of tax, the Lessor will be responsible and liable for payment of such fine, penalty, interest, cost or the amount of lost discount and the Government will be liable only for payment of the net taxes less such discount as would have been allowed for prompt payment.

SCHEDULE "1" to Tax Clause Rider

VISITOR CENTER LEASE
Washington, D. C.
Property Taxes

	Area in Sq. Ft.	Present Assessment	% Division U.S./R.R.	U.S. Portion	R.R. Portion
Parcel #1					
Building Site	330,400	\$ 743,000	80/20	\$ 595,000	\$ 148,000
Present Building	—	3,128,000	90/10	2,815,000	313,000
Total		3,871,000		3,410,000	461,000
Taxes at \$3.00		116,130		102,300	13,830
Parcel #2					
Esplanade land assessment	68,400	154,000	80/20	123,000	31,000
Parking facility land:					
-station site	69,280	155,880	60/40	93,528	62,352
-balance	330,720	744,120	75/25	558,090	186,030
Present improvements		1,260,000	0/100	—	1,260,000
Total		2,314,000		774,618	1,539,382
Taxes at \$3.00		69,420		23,238.54	46,181.46
Grand Total Assessment		6,185,000		4,184,618	2,000,382
099'581		sales report page		125,538.54	60,011.46

EXHIBIT "E"

§ 60-5.30 *Appendix A.*

For inclusion in the Invitation or Other Solicitation for Bids for a Federally-Involved Construction Contract in the Washington, D. C., Standard Metropolitan Statistical Area When the Estimated Total Cost of the Construction Project Exceeds \$500,000.

NOTICE OF REQUIREMENT
FOR SUBMISSION OF AFFIRMATIVE ACTION PLAN
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

NOTICE

TO BE ELIGIBLE FOR AWARD OF THE CONTRACT, EACH BIDDER MUST FULLY COMPLY WITH THE REQUIREMENTS, TERMS AND CONDITIONS OF THIS APPENDIX A.

The following are hereby submitted by the undersigned bidder as its goals for minority manpower utilization ("minority" being Negro, Spanish surname American, Oriental and American Indian) to be achieved on all work of the bidder within the Washington, D. C., Standard Metropolitan Statistical Area during the terms of his performance of this contract in the trades specified below in conformity with the Requirements, Terms and Conditions of this Appendix A hereinafter set forth:

Total Number of Manhours to be Worked by Minority Persons on all Bidder's Projects within the SMSA including on this Contract Expressed in Terms of a Percentage of the Total Number of Manhours to be Worked until May 31, 1971

Trade

Electricians
Painters & Paperhangers
Plumbers, Pipefitters &
Steamfitters
Iron Workers
Sheetmetal Workers
Elevator Constructors
Asbestos Workers
Lathers
Boilermakers
Tile & Terrazzo Workers
Glaziers

Total Number of Manhours to be Worked by Minority Persons on all Bidder's Projects within the SMSA including on this Contract Expressed in Terms of a Percentage of the Total Number of Manhours to be Worked from May 31, 1971 until May 31, 1972

Trade

Electricians
Painters & Paperhangers
Plumbers, Pipefitters &
Steamfitters
Iron Workers
Sheetmetal Workers
Elevator Constructors
Asbestos Workers
Lathers
Boilermakers
Tile & Terrazzo Workers
Glaziers

Total Number of Manhours to be Worked by Minority Persons on all Bidder's Projects within the SMSA including on this Contract Expressed in Terms of a Percentage of the Total Number of Manhours to be Worked from May 31, 1972 until May 31, 1973

Trade

Electricians
Painters & Paperhangers
Plumbers, Pipefitters &
Steamfitters
Iron Workers
Sheetmetal Workers
Elevator Constructors
Asbestos Workers
Lathers
Boilermakers
Tile & Terrazzo Workers
Glaziers

Total Number of Manhours to be Worked by Minority Persons on all Bidder's Projects within the SMSA including on this Contract Expressed in Terms of a Percentage of the Total Number of Manhours to be Worked from May 31, 1973 until May 31, 1974

Trade

Electricians
Painters & Paperhangers
Plumbers, Pipefitters &
Steamfitters
Iron Workers
Sheetmetal Workers
Elevator Constructors
Asbestos Workers
Lathers
Boilermakers
Tile & Terrazzo Workers
Glaziers

REQUIREMENTS, TERMS AND CONDITIONS

1. No contracts or subcontracts shall be awarded for Federal and Federally-assisted construction in the Washington, D. C., Standard Metropolitan Statistical Area (the District of Columbia; the Virginia Cities of Alexandria, Fairfax and Falls Church; the Virginia Counties of Arlington, Fairfax, Loudoun and Prince William; and the Maryland Counties of Montgomery and Prince Georges) on projects whose estimated cost exceeds \$500,000 unless the bidder completes and submits, prior to bid opening, this document designated as Appendix A, or a substantially similar document, which shall include specific goals of minority manpower utilization for each trade designated below which will be used by the contractor on all his work within the Washington, D. C., Standard Metropolitan Statistical Area during the term of his performance of the contract, such goals to be established by the contractor at least within the ranges established by this Appendix in Section 3 hereof. Minority manpower means, for the purposes of this Appendix, Negroes, Spanish surname Americans, Orientals and American Indians. The trades utilizing the following classifications of employees are covered by this Appendix:

Electricians
Painters & Paperhangers
Plumbers, Pipefitters &
Steamfitters
Iron Workers

Sheetmetal Workers
 Elevator Constructors
 Asbestos Workers
 Lathers
 Boilermakers
 Tile & Terrazzo Workers
 Glaziers

A bidder who fails or refused to complete or submit such goals shall not be deemed a responsive bidder and may not be awarded the contract or subcontract, but such goals need be submitted only for those trades to be used in the performance of the Federally-involved contract. In no case shall there be any negotiation over the provisions of the specific goals submitted by the bidder after the opening of bids and prior to the award of the contract.

2. Each Federal agency shall include, or require the applicant to include, in the invitation for bids, or other solicitation used for a Federally-involved (Federal or Federally-assisted) construction contract, when the estimated total cost of the construction project exceeds \$500,000, a notice stating that to be eligible for award, each bidder will be required to comply with this Appendix for the hereinbefore designated trades to be used during the term of the performance of the contract — whether or not the work is subcontracted. The form of such notice shall be substantially similar to this Appendix A.

3. The following ranges, constituting acceptable minimums upon which a prospective contractor or subcontractor must establish his goals are hereby established as the standards for minority manpower utilization for each of the designated trades in the Washington SMSA for the next four years:

Trade	Range of Minority Group Employment until May 31, 1971
Electricians	10%-16%
Painters & Paperhangers	14%-21%
Plumbers, Pipefitters & Steamfitters	10%-15%
Iron Workers	11%-19%
Sheetmetal Workers	7%-13%
Elevator Constructors	16%-22%
Asbestos Workers	8%-14%
Lathers	16%-22%
Boilermakers	6%-12%
Tile & Terrazzo Workers	10%-16%
Glaziers	10%-16%

<u>Trade</u>	<u>Range of Minority Group Employment from May 31, 1971 until May 31, 1972</u>
Electricians	16%-22%
Painters & Paperhangers	21%-28%
Plumbers, Pipefitters & Steamfitters	15%-20%
Iron Workers	19%-27%
Sheetmetal Workers	13%-19%
Elevator Constructors	22%-28%
Asbestos Workers	14%-20%
Lathers	22%-28%
Boilermakers	12%-18%
Tile & Terrazzo Workers	16%-22%
Glaziers	16%-22%

<u>Trade</u>	<u>Range of Minority Group Employment from May 31, 1972 until May 31, 1973</u>
Electricians	22%-28%
Painters & Paperhangers	28%-35%
Plumbers, Pipefitters & Steamfitters	20%-25%
Iron Workers	27%-35%
Sheetmetal Workers	19%-25%
Elevator Constructors	28%-34%
Asbestos Workers	20%-26%
Lathers	28%-34%
Boilermakers	18%-24%
Tile & Terrazzo Workers	22%-28%
Glaziers	22%-28%

<u>Trade</u>	<u>Range of Minority Group Employment from May 31, 1973 until May 31, 1974</u>
Electricians	28%-34%
Painters & Paperhangers	35%-42%
Plumbers, Pipefitters & Steamfitters	25%-30%
Iron Workers	35%-43%
Sheetmetal Workers	25%-31%
Elevator Constructors	34%-40%
Asbestos Workers	26%-32%
Lathers	34%-40%
Boilermakers	24%-30%
Tile & Terrazzo Workers	28%-34%
Glaziers	28%-34%

After the first year of the program, the standards (trades and ranges) set forth herein shall be reviewed to determine whether the projections on which these standards are based adequately reflect the construction labor market situation at that time. Reductions or other significant fluctuations in Federally involved construction shall be specifically reviewed from time-to-time as to their effect upon the practicality of the standards. In no event, however, shall the standards be increased or trades be added for the contracts after bids have been received.

The contractor's or subcontractor's goals established within the above ranges shall express the contractor's or subcontractor's commitment of the percentage of minority personnel who will be working in each specified craft on each of his projects (whether Federally involved or otherwise) within the Washington SMSA during the term of the covered contract. The man hours for minority workers must be substantially uniform throughout the entire length of the contract for each of the designated trades, to the effect that the percentage of minority workers in the designated trades must be working throughout the length of work on each project in each trade. The contractor or subcontractor shall be deemed to have met his commitment to specific goals for minority manpower utilization:

(a) If the minority manpower utilization rate of the contractor or subcontractor itself meets the goals on the total of all of the contractor's or subcontractor's facilities within the Washington SMSA, provided, however, that if the contractor has denied equal employment opportunity, he shall not be in compliance with this Appendix, or

(b) If the contractor or subcontractor can establish that it is a member of a contractor's association or other employer organization or association, which has as one of its purposes the expanded utilization of minority manpower and that the total utilization rate of minority craftsman by all member contractors and subcontractors of such an association or organization on all projects in which they are involved within the Washington SMSA meets the contractor's or subcontractor's commitments, provided, however, that if the contractor has denied equal employment opportunity, he shall not be in compliance with this Appendix, or

(c) If the contractor or subcontractor can establish that it has a collective bargaining agreement with a union or other employee organization, that it utilizes that union or organization as its source for over 80 percent of its manpower needs and that the total minority utilization rate in the craft or crafts for which the union or organization has referred manpower on all projects within the Washington

SMSA to which such union or organization has referred manpower meets the contractor's or subcontractor's commitments, provided however, that if the contractor has denied equal employment opportunity, he shall not be in compliance with this Appendix.

4. The contractor's and subcontractor's commitment to specific goals is to meet affirmative action obligations and is not intended and shall not be used to discriminate against any qualified applicant or employee. Whenever it comes to the bidder's or contractor's attention that the goals are being used in a discriminatory manner, he shall immediately report that fact to the Office of Federal Contract Compliance of the U. S. Department of Labor in order that appropriate proceedings may be instituted.

5. The contractor's or subcontractor's (collectively hereinafter referred to as "contractor") commitment to specific goals for minority manpower utilization as required by this Appendix A shall constitute a commitment to make every good faith effort to meet such goals. If the contractor has failed to meet his goals, a determination of "good faith" will be based upon his efforts to broaden his recruitment base which efforts shall include but not be limited to the following:

(a) The contractor shall notify community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' response.

(b) The contractor shall maintain a file of the names and addresses of each minority worker referred to him and what action was taken with respect to each such referred worker. If such worker was not sent to the union hiring hall for referral or if such worker was not employed by the contractor, the contractor's file should document this and the reasons therefor.

(c) The contractor shall promptly notify the OFCC Area Coordinator when the union or unions with whom the contractor has a collective bargaining agreement has not referred to the contractor a minority worker sent by the contractor or the contractor has other information that the union referral process has impeded him in his efforts to meet his goal.

(d) The contractor shall participate in training programs in the area, especially those funded by the Department of Labor.

(e) The contractor shall disseminate his EEO policy within his own organization by including it in any policy manual; by publicizing it in company newspapers, annual report, etc.; by conducting staff, employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority employees.

(f) The contractor shall disseminate his EEO policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority news media; and by notifying and discussing it with all subcontractors and suppliers.

(g) The contractors shall make specific and constant personal (both written and oral) recruitment efforts directed at all minority organizations, schools with minority students, minority recruitment organizations and minority training organizations, within the contractor's recruitment area.

(h) The contractor shall make specific efforts to encourage present minority employees to recruit their friends and relatives.

(i) The contractor shall validate all man specifications, selection requirements, tests, etc.

(j) The contractor shall make every effort to provide after-school, summer and vacation employment to minority youths.

(k) Where reasonable the contractor shall develop on-the-job training opportunities and participate and assist in any association or employer-group training programs relevant to the contractor's employee needs.

(l) The contractor shall continually inventory and evaluate all minority personnel for promotion opportunities and encourage minority employees to seek such opportunities.

(m) The contractor shall make sure that seniority practices, job classifications, etc. do not have a discriminatory effect.

(n) The contractor shall make certain that all facilities and company activities are non-segregated.

(o) The contractor shall continually monitor all personnel activities to insure that his EEO policy is being carried out.

(p) The contractor shall solicitate bids for subcontracts from available minority subcontractors with the trades covered by this Order, including circulation of minority contractor associations.

6. Each agency shall review contractors' and subcontractors' employment practices during the performance of the contract. If the contractor and subcontractor meets its goals or if the contractor or subcontractor can demonstrate that it has made every good faith effort to meet those goals, the contractor shall be presumed to be in

compliance with Executive Order 11246, the implementing regulations and its obligations under this Appendix and no formal sanctions or proceedings leading toward sanctions shall be instituted unless the agency otherwise determines that the contractor or subcontractor is not providing equal employment opportunities. Where the agency finds that the contractor or subcontractor has failed to comply with the requirements of Executive Order 11246, the implementing regulations and its obligations under its Appendix, the agency shall take such action and impose such sanctions as may be appropriate under the Executive Order and the regulations. When the agency proceeds with such formal action it has the burden of proving that the contractor has not met the requirements of this Appendix, but the contractor's failure to meet his goals shall shift to him the requirement to come forward with evidence to show that he has met the "good faith" requirements of this Appendix. Such noncompliance by the contractor or subcontractor shall be taken into consideration by Federal agencies in determining whether such contractor or subcontractor can comply with the requirements of Executive Order 11246 and is therefore a "responsible prospective contractor" within the meaning of the Federal procurement regulations.

7. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees. Discrimination in referral for employment, even if pursuant to provisions of a collective bargaining agreement, is prohibited by the National Labor Relations Act and Title VII of the Civil Rights Act of 1964. It is the long-standing uniform policy of OFCC that contractors and subcontractors have a responsibility to provide equal employment opportunity if they want to participate in Federally-involved contracts. To the extent they have delegated the responsibility for some of their employment practices to some other organization or agency which prevents them from meeting their obligations pursuant to Executive Order 11246, as amended, such contractors cannot be considered to be in compliance with Executive Order 11246, as amended, or the implementing rules, regulations and orders.

8. All prime contractors and subcontractors shall include in all bid invitations or other pre-bid communications, written or otherwise, with respect to their prospective subcontractors, the goals, as applicable, which are required under this Appendix. Whenever a prime contractor or subcontractor subcontracts a portion of the work in any trade designated herein, he shall include in such subcontract his commitment made under this Appendix, as applicable, which shall be adopted by his subcontractor, who shall be bound thereby

and by this Appendix to the full extent as if he were the prime contractor. The prime contractor shall not be accountable for the failure of his subcontractor to fulfill his requirements. However, the prime contractor or subcontractor shall give notice to the Area Coordinator of the Office of Federal Contract Compliance of the Department of Labor and the contracting agency of any refusal or failure of any subcontractor to fulfill his obligations under this Appendix. Failure of compliance by any subcontractor will be treated in the same manner as such failure by the prime contractor.

9. Contractors and subcontractors must keep such records and file such reports relating to the provisions of this Appendix as shall be required by the contracting or administering agency.

10. Nothing in this Appendix shall be interpreted to diminish the responsibilities of the contracting and administering agencies nor the obligations of contractors or subcontractors pursuant to Executive Order 11246 for those trades and those contracts not covered by this Appendix.

11. This Appendix has been issued in accordance with an Order issued on June 1, 1970 by Secretary of Labor, George P. Shultz, Assistant Secretary for Wage and Labor Standards, Arthur A. Fletcher, and Director of the Office of Federal Contract Compliance, John L. Wilks. Bidders, contractors and subcontractors are bound by all the requirements, terms and conditions of that Order whether or not such requirements, terms and conditions are set forth in this Appendix and in the event of any inconsistency between this Appendix and that Order of June 1, 1970, as amended, the Order of June 1, 1970 as amended shall prevail.

12. The procedures set forth in this Appendix shall not apply to any contract when the head of the contracting or administering agency determines that such contract is essential to the national security and that its award without following such procedures is necessary to the national security. Upon making such a determination, the agency head will notify, in writing, the Director of the Office of Federal Contract Compliance within thirty days.

13. Nothing in this Appendix shall be interpreted to diminish the present contract compliance review and complaint programs.

14. Requests for exemptions from this Appendix must be made in writing, with justification, to the Director, Office of Federal Contract Compliance, U. S. Department of Labor, Washington, D. C.,

20210, and shall be forwarded through and with the endorsement of the agency head.

15. This Appendix shall be signed in the space provided below.

(Bidder)

(Date)

By: _____

Secretary of Labor

Its: _____

Assistant Secretary for Workplace
Standards

Director, Office of Federal Contract
Compliance

Senator CLARK. Because of time considerations, Senator Domenici will at this time introduce a witness out of regular order.

Senator DOMENICI. Mr. Chairman and members of the committee.

I greatly appreciate your permitting me to say a few words about the witness and to permit him to testify. I have told him of the time constraints and urged that he testify as briefly as possible, and rather than read detailed testimony he will tell you the story as he sees it. I would say to the chairman and committee members, that if Mr. Fabian Chavez, Jr., director of the New Mexico Tourist Department, was here only to talk in behalf of New Mexico concerning this problem, I would not bother him today. I would simply have him submit the testimony as originally prepared.

But he comes here today representing a large group of interested people. In light of previous testimony, I think he has a significant contribution to make. Mr. Fabian Chavez, Jr., is a distinguished political figure in the State of New Mexico. He served for a long period in the Senate of New Mexico. He was the leader of that body for many years.

I believe he has a grasp of what legislation is intended to do for people, and he now serves the State in the tourist division. In that capacity he belongs to various national organizations. I think it is a credit to his ability to express himself and understand and give to legislators such as you the impression of large numbers of interested people.

He was selected by the Council of Regional Travel Executives and the Discover America Travel Organizations to present some testimony regarding concerns that they have about this structure doing what it was originally intended to do.

I present Mr. Fabian Chavez, Mr. Chairman, and once again thank you for your generosity this morning.

Senator CLARK. We are delighted that you would take the time and make the effort to spend part of the morning with us this morning to introduce Mr. Chavez.

You may proceed in any way you see fit.

STATEMENT OF FABIAN CHAVEZ, JR., DIRECTOR, TOURIST DIVISION, NEW MEXICO DEPARTMENT OF DEVELOPMENT, ON BEHALF OF COUNCIL OF REGIONAL TRAVEL EXECUTIVES (CORTE) AND DISCOVER AMERICA TRAVEL ORGANIZATIONS, INC.

Mr. CHAVEZ. Thank you, Mr. Chairman.

I especially want to thank Senator Domenici of New Mexico for taking time from his office. I might add this is a completely bipartisan effort. He forgot to say I am quite a Democrat and he is quite a Republican. We are close personal friends and he is a distinguished member of your body from our State.

Mr. Chairman and members of the committee.

I will just go briefly through this testimony which has been submitted to you, the pertinent points involved. I think I should say that I am representing in fact the unanimous decision made at a meeting by all the travel directors for the Nation, from every State, as well as

the representatives of Discover America, a travel organization which in membership has over 600 travel-related offices.

The organization known as the Council of Regional Travel Executives is a part of the Discover America organization. It is the part that represents the travel directors of the various States. I will read only part of this which will bring us right to the heart of our problem.

The council which I represent is concerned with the situation with respect to the use of other areas of the terminal. We are not talking about what you were talking about this morning, but the actual use of the areas. The State Council of Travel Directors have long understood that the National Visitor Center would be truly that, a place where among other things domestic and foreign visitors would be informed or instructed by exhibits and displays by the individual States, Territories and Possessions and the District of Columbia with respect to their history, resources and attractions, and where foreign visitors in particular would be provided with special information and assistance to encourage and assist their travels throughout the United States.

The National Visitor Center would, in effect, provide the necessary educational and informational enlightenment to stimulate people to discover America as a result of their visit to Washington.

State Government Directors of the Travel Institute Conference held this summer at Notre Dame University were briefed on the latest concept of the center by a representative of that center.

It became obvious then that the original concept of the center's purpose had changed materially. The impression was given that the area of instruction and informational purposes were being devoted only exclusively to the attractions of Washington, D.C., and that restoration and reconstruction of these areas with Federal funds or with Federal authority had not taken into account the need for balanced representation of the individual States, Territories and Possessions as well as the District.

Mr. Chairman, the State Government Travel Directors received another message from the National Visitor Center, a taped message from the Director of the center to the directors assembled at the Fifth Annual Conference held at Lake Placid, N.Y., this last September.

This seemed to concern the fears expressed at the Conference at Notre Dame, that the plan for the center centered around Washington, D.C., and not the Nation as a whole.

This morning you sat to watch the presentation on the screens and it just confirmed that they have no intention of making those changes.

We feel quite frankly, and the resolution about which I will read a part, was passed unanimously that—

Senator SCOTT. Mr. Chairman, if I could interrupt the witness, is he suggesting that we have films that would talk about Yosemite or about the Grand Canyon, the Painted Desert, when people come to the Nation's Capital?

Mr. CHAVEZ. I suggest to you, sir, that they could develop a program where they could educate truly the visitors about what America is all about.

We feel that the presentation that they have where they dramatically in psychedelic methods talk about the Declaration of Independence, George Washington, and Abraham Lincoln does not really give the whole picture of what a living United States of America is.

In contrast, I would suggest to this committee, for example, that they take a trip to Mexico City to see the most fantastic anthropological museum in the world, where, when you see the exhibits, it imbues into your heart and soul what Mexico is all about.

Senator SCOTT. Well, I have been to Williamsburg. I was born there. I have been to their visitors center and they talk about Williamsburg. People go to the visitors center to learn about Williamsburg and Jamestown. That is why they are going there.

If people want to know about the Grand Canyon, they go to the Grand Canyon, or to the Painted Desert if they want to know about that.

I don't mean to preempt your presentation. I am sure that the chairman and myself want to listen to what you have to say. But if you are talking about people going to the Visitor Center and learning about all of the 50 States, nobody is going to stand still to listen to all of this. They are coming to see the capital of the Nation. They are not coming to see New Mexico or Virginia, which I represent, or the other States.

This city is the capital of the entire Nation, including Virginia and New Mexico and all States. In all candor, I think that is why the people are coming. They are coming to see the Nation's Capital.

Mr. CHAVEZ. In all candor, sir, it is the feeling of the Travel Directors that they beg to differ with that concept you talked about.

We are not talking about the Grand Canyon or White Sands or Carlsbad Caverns, we are talking about the history and soul of this Nation which includes 50 States.

In that center they could include, so that people who come in, the fact that Jamestown, for example, was founded in 1607 and right next to it Santa Fe, N. Mex., was founded in 1609. The first settlers who came to this country came through Jamestown and the first settlers in the western part came up through New Mexico and that territory.

I think it is important for the people to know, for example, why the State of Iowa was named Iowa, that it is a Sioux name for beautiful land, or why Virginia was called Virginia, without having to go to Virginia to find it out.

I think you can work out the display in that center that tells not so much about what our forefathers did. I think if our James Madisons, our Jeffersons, our Washingtons were alive today, they would say build on what we have told you and what you have to show for it.

I think this panoramic view about what they are going to give us about Washington, D.C., could best be done by buying a \$6 ticket on the Gray Line and going to see the real things, like going to the monuments. I don't think the concept, which they have developed in this, is truly selling America. I don't think it is even educating America.

There is much more to the United States of America, as our forefathers contemplated, than just quotations from their books or a reproduction of their documents. That is what is happening here, sir.

I think that they can include in that what has happened and what we do have. Why shouldn't it be possible, for example, in cooperation with the 50 States, to have separate displays that will make people hungry for more knowledge, who can, sir, have somebody explain

something about Virginia to them and what they cannot explain be able to direct them to where they can get it, including a visitor center in Williamsburg.

This is the kind of thing I am speaking about. In our estimation we think it is a psychedelic tourist center for Washington, D.C., just a little degree above a Disneyland display, and it does not, I think, whet the appetite or educate the people who will visit it, about what the United States of America really is, how it came about, what it is today, and what it can be tomorrow.

Your settlers came to Jamestown and mine came to Santa Fe at about the same time, sir. That was about the same time.

Senator CLARK. I certainly respect the view which you present. I wonder, though, what evidence there is that that was the intention of Congress in Public Law 92-64, if they intended that concept.

If we were to adopt the proposal you make, wouldn't we in fact be violating the intent of the Congress at that time?

Mr. CHAVEZ. No, sir, I do not think so.

At the time that they were contemplating the passage of this law, people were asked to testify to this, among which was a Mr. William B. Touhy, then chairman of the National Association of Travel Organizations and now president of Discover America Travel Organizations.

He was testifying in the support of this, and I think if you went back to the testimony you would find more and more of this kind of testimony on the original bill, prior to the passage of the authorization for the establishment of this national, truly a national, visitor center.

Among some of the things that he testified to, and that was presented to the Subcommittee on Public Buildings and Grounds of the House Committee on Public Works, on May 25, 1966, he said :

The establishment of a national visitor center would be in keeping with the intent of the joint resolutions passed by Congress in 1964 and 1965. These resolutions called upon the President to issue proclamations designating the years 1964, 1965, and 1966 as periods to see the United States and its territories.

To invite private industry and interested travel organizations to begin a nationwide effort which will encourage the people to explore, use, and enjoy the scenic, historical, and recreational areas and facilities throughout the United States of America, its territories, possessions, and the Commonwealth of Puerto Rico.

They went on then to present a formal resolution which restated in a resolution form the statement that I just read from that presentation.

I am confident, Mr. Chairman, that if your staff would research the testimony that was given in the original proposal to establish this program that you are talking about today, you will find testimony after testimony on this concept.

Senator CLARK. As I say, I very much respect the view that you present. I am not sure that it isn't a wise one, that a national visitor center should perhaps have a concept of the Nation as a whole.

But I don't think you would suggest that everyone who comes before the subcommittee and testifies, has testimony necessarily incorporated in a law that follows. He is simply coming here to present his view of what that law ought to contain.

There are very often conflicting views. We try to get conflicting views in hearings. I am sure the record would show, if we were to go

back to the House Public Works Subcommittee and all the people who testified, that there were a great variety of views as to what should be incorporated in this.

But all testimony is not automatically incorporated in the law that we pass.

Do you see anything in the law, itself, which would require or suggest or promote the idea which you propose?

Mr. CHAVEZ. Very frankly, Senator, I haven't read the law in detail. I perused it and I cannot recall a preamble or any section of the law which spells out in detail what was testified to this morning.

I think the law involves the concept of a national visitor center. Their concept of a national visitor center happens to conflict rather violently with the 50-State travel directors' concept of a national visitor center.

Senator CLARK. Senator Scott?

Senator SCOTT. Mr. Chairman, I wonder if it would be possible to accommodate the thoughts of the various State travel agencies by perhaps having material available in the Center that anyone could pick up, that they would provide, that would tell about their particular States or areas, rather than including this.

I firmly believe, Mr. Chairman, that people come here to see the Capital of the Nation. This is the purpose of their visit. If we accept that as being a valid premise, I don't believe that would preclude any State travel bureau from having material available for their States.

Do I understand that this would not be satisfactory with you?

Mr. CHAVEZ. That is right, sir, because the travel directors were shown the same presentation that you have been shown, and they have established in one corner somewhere in their design a general map of the United States with the regions, nine of them, sort of sticking out. There they have offered us very magnanimously, and I don't say that with jest, a place where people can fill out a request for sending to the States seeking material. That has been offered to us, Senator Scott.

We are not satisfied with that arrangement. We feel that that massive building they can renovate can become a truly national visitor center rather than a Washington, D.C. visitor center.

To follow on Senator Scott's reasoning, I would like to respectfully submit that if they are coming to the Nation's Capital to visit what we have here to show, we already have it, and there would be no need for a visitor's center as presently planned.

However, here is a golden opportunity to educate our visitors, Americans as well as foreign visitors, of what our country is truly about.

Senator SCOTT. Mr. Chairman, we do have a vote.

Senator CLARK. Yes. I am afraid we are going to have to adjourn until 1:30. We are very appreciative of your coming before this committee and giving us your opinion. Your statements will be given very careful consideration.

[Mr. Chavez' complete statement follows:]

STATEMENT OF FABIAN CHAVEZ, JR., DIRECTOR, TOURIST DIVISION, NEW MEXICO
DEPARTMENT OF DEVELOPMENT

Mr. Chairman, committee, thank you for the opportunity to make this statement concerning the requested changes in the National Visitors Center Act of 1968, as amended.

I am appearing today on behalf of the Council of Regional Travel Executives of Discover America Travel Organizations, Inc. (DATO). DATO is the national organization of the travel industry, representing about 600 travel related offices, firms and organizations including sixty-two state and territorial travel promotion divisions. State Travel Offices have been organized on a regional basis. The "New England" region includes Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont. The "Frontier West" includes Arizona, Kansas, Missouri, New Mexico, Oklahoma and Texas. "George Washington Country" includes Delaware, District of Columbia, Maryland, Pennsylvania, Virginia and West Virginia. "Mountain West" includes Colorado, Montana, Nebraska, North Dakota, South Dakota, Utah and Wyoming. "Eastern Gateway" includes New Jersey and New York. The "Far West" includes Alaska, California, Idaho, Nevada, Oregon and Washington. "The South" consists of Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. "Great Lakes Country" includes Illinois, Indiana, Iowa, Michigan, Minnesota, Ohio and Wisconsin. "The Islands" includes American Samoa, Guam, Hawaii, Puerto Rico and the Virgin Islands.

CORTE understands that the public hearings today are on proposed changes in provisions of the National Visitors Center Act of 1968 which deal with certain facilities required to accommodate visitors to the National Visitors Center, particularly the "garage area." We believe that the technical changes to permit the construction of bus terminal facilities in this area are necessary to accommodate the changes which have occurred since 1968 in the inter-city transportation system.

The Council (CORTE), however, is concerned with a situation with respect to the use of other areas of the terminal. The State Government Travel Directors have long understood that the National Visitors Center would be truly that, a place where, among other things, domestic and foreign visitors would be informed or instructed by exhibits and displays by the individual states, territories and possessions and the District of Columbia, with respect to their history, resources and attractions, and where foreign visitors in particular would be provided with special information and assistance to encourage and assist their travel throughout the United States. The National Visitors Center would, in effect, provide the necessary educational and informational enlightenment to stimulate people to Discover America as a result of their visit to Washington.

State Government Travel Directors, at a Travel Institute Conference held this summer at Notre Dame University, were briefed on the latest concept of the Center by an employee of the Center. It became obvious then that the original concept of the Center's purpose had changed materially. The impression was given that the areas of instructional and informational purposes were being devoted almost exclusively to the attractions of Washington, D.C., and that restoration and reconstruction of these areas from federal funds had not taken into account the need for a balanced representation of the individual states, territories and possessions, as well as the District.

Mr. Chairman, the State Government Travel Directors received another message from the National Visitors Center. This was a taped message from the Director of the Center to the State Travel Directors assembled at the 5th Annual U.S. Travel Conference held at Lake Placid, New York. This message seemed to confirm the fears expressed at the Notre Dame conference that the plans for the Center centered around Washington, D.C., and not the nation as a whole.

As a consequence, the State Travel Directors unanimously adopted the attached resolution, passed September 28, 1973.

Mr. Chairman, it occurs to me that if changes are required in the law to make possible the provision of additional facilities, it might be necessary to insert a provision to make clear that the National Visitors Center is a facility to provide information and instruction on the attractions of the individual states, and to encourage and facilitate travel throughout the United States.

A RESOLUTION

Whereas, it has been brought to the attention of the State Travel Directors that the National Visitors Center desires the Directors' endorsement for the establishment of the proposed Center as presently contemplated, and,

Whereas, the State Travel Directors are not at all satisfied with the plans for the National Visitors Center so far proposed, and,

Whereas, parenthetically, it is considered, rightly or wrongly, that the original concept of the National Visitors Center has eroded towards a specific Visitors Center for the District of Columbia, and,

Whereas, the State Travel Directors shall not endorse said proposed National Visitors Center, nor shall they advise their respective members of Congress to support it unless such plans truly result in a Visitors Center representing the entire nation,

Therefore, be it resolved by the State Travel Directors, in conference assembled, at Lake Placid, New York, September 28, 1973, that CORTE, as the State Travel Directors' representative through Discover America Travel Organizations, Inc., be directed to convey this Resolution to the proper authorities in Washington, D.C., and,

Further, that CORTE is urged to offer the assistance of all State Travel Directors to the end, that such plans for the National Visitors Center revert to, and shall guarantee the original and highly laudatory concept of a truly National Visitors Center.

Adopted unanimously, September 28, 1973.

Senator CLARK. We will recess at this point until 1:30. We will hear from the Department of Transportation at that time.

[Whereupon, at 12:05 p.m., the subcommittee recessed, to reconvene at 1:30 p.m.]

AFTER RECESS

[The subcommittee reconvened at 1:30 p.m., Senator William Lloyd Scott, presiding.]

Senator SCOTT. The subcommittee will be in order.

We have representing the Department of Transportation Mr. Premo, accompanied by others.

Would you proceed in your own way and present the people with you?

STATEMENT OF JEROME C. PREMO, ACTING ASSOCIATE ADMINISTRATOR, URBAN MASS TRANSPORTATION ADMINISTRATION, ACCOMPANIED BY RONALD HINES, DEPUTY ADMINISTRATOR FOR THE DISTRICT OF COLUMBIA; RUSSELL SCOLVILLE, URBAN MASS TRANSPORTATION ADMINISTRATION; AND ROBERT KAHL, TRANSPORTATION SPECIALIST, FEDERAL RAILROAD ADMINISTRATION

Mr. PREMO. Thank you, Senator. I appreciate the opportunity, as does the Department.

On my left is Ronald Hines, from the Federal Highway Administration. Specifically, he is the Deputy Administrator for the District of Columbia.

On my right is Russell Scolville, of the Urban Mass Transportation; and to his rear is Robert Kahl, transportation specialist, of the Federal Railroad Administration.

Senator, I appreciate this opportunity to appear today to discuss the bill, submitted by the Department of the Interior, to amend the National Visitor Center Facilities Act of 1968. The bill would provide greater flexibility in determining the appropriate number of parking spaces that should be built at the Visitor Center.

DOT supports deletion from the existing act of the phrase requiring "as nearly as possible 4,000 motor vehicles."

In view of the (1) adopted policy of the Government of the District of Columbia to minimize reliance on automobiles commuting to and within the District, (2) urgent national requirements to reduce energy consumption, (3) anticipated clean air strategies for the metro-

politan area to be promulgated this week by EPA, and (4) increasing congestion during peak hours in all travel corridors, DOT recommends that the number of spaces be reduced significantly below the number originally contemplated.

The exact number will be determined by the involved parties in the near future. However, this amendment is required to achieve the substantial reduction in parking spaces that we believe is essential to timely implementation of the project.

I might add, based on listening to the testimony this morning, that questions were raised with respect to fringe parking facilities, from which visitors would come to the Visitor Center and then to the many places of interest in our Capital.

We in the Department of Transportation have been working with other Federal agencies and State and local governments in evaluating the needs for such parking facilities located in outlying fringes of the area.

Locations for fringe parking lots throughout the region have been identified for use by Bicentennial visitors. Rather than driving directly into the city, the visitors may be able to park in outlying areas and use convenient and vastly expanded public transportation to come into the Visitor Center. With this strategic point in the heart of the city, adjacent to the Nation's Capital, they can further continue their Bicentennial visit.

Again, we appreciate the opportunity to comment on this proposal and would be happy to answer any questions you have about our views in this particular matter or on broader questions you might have.

Senator SCOTT. Mr. Premo, your statement indicates you are in favor of deleting the motor vehicles primarily for environmental reasons. Is that accurate or not?

Mr. PREMO. In light of the fiscal dilemma that the Department of Interior finds itself in, in light of the adopted policies of the District of Columbia and the area, through the Washington Council of Governments—for example, with respect to utilization of automobiles to penetrate the downtown area when some other form of public transportation may be available; in light of the energy problems we anticipate—these factors lead us to the conclusion that a reduction in parking facilities would seem appropriate.

We are not suggesting this reduction without suggesting some alternative means of movement.

In the plans that have been developed cooperatively among the Council of Governments and its member jurisdiction, the Washington Metropolitan Area Transit Authority and other involved governmental agencies, we believe an alternative may exist in fact.

Senator SCOTT. What is the alternative?

Mr. PREMO. That alternative was spelled out, Senator, in a study undertaken by COG, as I mentioned, in conjunction with the other agencies. It provides for the establishment and utilization of 21 parking lots located throughout the region, containing some 18,800 spaces. Of these 21 lots 14 are on the Metro system ultimately.

It is envisioned that these 21 lots would be supplemental to the Metro system proposed for 1976 which, as we understand it, would involve 18 miles of operations and some 24 stations.

Senator SCOTT. Do you recall, Mr. Premo, the question I asked of Mr. Wheeler when he was here? How do you educate the one-time visitor to the Capital as to the availability of these lots?

If you were visiting the Capitol for the first time and you were driving from somewhere in your automobile, ordinarily, if you wanted to go to the Capitol, wouldn't it be just routine to go to the Capitol rather than a fringe parking lot?

I can see a difference between the commuter who comes into Washington every day, working out a routine, but the one-time visitor is different. Do you see any difference or any difficulty in getting him to do what you suggest?

Mr. PREMIO. Obviously, Senator, there will be some difficulty, but I would imagine the only way that one can answer that question is in a personal way. I hopefully will proceed to do that.

My family runs a motel in Vermont so we are certainly aware from a business and family point of view of the necessity of providing good transportation. We had extensive experience in 1967 and subsequent years while Expo was underway in Montreal. That community experienced a tremendous infusion of visitors.

However, there was almost no onsite parking at Expo, itself. Rather, there was extensive reliance, in that community, on satellite parking areas. This is not unlike, in my opinion, some of the proposals which are envisioned in the Washington Bicentennial endeavor. There are all sorts of ways—

Senator SCOTT. Wait a minute. The Washington Bicentennial? Isn't this a Visitor Center to last over the years rather than just for 1 year?

Mr. PREMIO. Undoubtedly it is anticipated—

Senator SCOTT. You are concentrating on this 1 year, is that fair?

Mr. PREMIO. I think that is a good point, Senator. On the other hand, I believe the Department of Interior indicated this morning that there may be opportunity for further expansion of the facility beyond its initial size, depending on need, experience and available funds.

But in any event, in the long run, it is our belief, and I believe the opinion of involved local governments, that public transportation will play a substantial role in the movement of people here, not only in the year 1976 but in other years.

Senator SCOTT. Mr. Premo, I appreciate your coming and giving us the benefit of your views. I have no further questions.

Mr. PREMIO. Thank you, Senator.

Senator SCOTT. The next witness will be Mr. Schneider, representing the District of Columbia.

STATEMENT OF DOUGLAS N. SCHNEIDER, JR., TRANSPORTATION SYSTEMS COORDINATOR, DISTRICT OF COLUMBIA, ACCOMPANIED BY JIM CLARK, DEPARTMENT OF HIGHWAYS, DISTRICT OF COLUMBIA

Senator SCOTT. Mr. Schneider, we are pleased to welcome you to our subcommittee. Proceed in your own manner.

Mr. SCHNEIDER. I am Douglas Schneider, Transportation Systems Coordinator for the District of Columbia. We are responding to the invitation you sent to the Mayor. He expresses his appreciation for that invitation.

With me is Jim Clark, with the Highway Department. He is Deputy Director of Planning.

Senator SCOTT. Would you repeat your title?

Mr. SCHNEIDER. Transportation Systems Coordinator.

Senator SCOTT. That is not in the Highway Department?

Mr. SCHNEIDER. No, sir. That is in the Office of the Mayor.

Senator SCOTT. Are you saying there is an office directly under the Mayor that is separate and apart from the District Highway Department?

Mr. SCHNEIDER. Yes; there is.

Senator SCOTT. What does that office do, just for the record and for my information?

Mr. SCHNEIDER. We coordinate the District's involvement with the Metro system, with the Federal Department of Transportation, with the Maryland Department of Transportation, with the regional agencies, such as the Council of Governments. It is a coordinating office.

Senator SCOTT. Are you over the Department of Highways?

Mr. SCHNEIDER. Not exactly, no; I am not.

Senator SCOTT. I mean is your office, the office in the Mayor's office.

Mr. SCHNEIDER. No. It is just that this office's mandate runs to a broader transportation view than the Department of Highways. The Department of Highways does the highway planning and building and my office is interested in the highways as they relate to the mass transit facilities, as they relate to rail facilities, as they relate to the Federal transportation programs.

Senator SCOTT. You mentioned you coordinated with Maryland. We have another State that adjoins the District of Columbia. Do you coordinate in any way with the State of Virginia?

Mr. SCHNEIDER. Yes. We have the Northern Virginia Transportation Commission which is very active and a very contributory body in terms of mass transit in the area.

Senator SCOTT. Mr. Schneider, you may proceed with your presentation.

Mr. SCHNEIDER. I have a prepared statement which I will not read, because I think we can get to this more quickly.

Senator SCOTT. It will be placed in to the record, if that is what you desire.

[The statement referred to appears on p. 200.]

Mr. SCHNEIDER. We are interested in both amendments being proposed by Interior. In respect to the intermodal terminal, we are strong supporters of that idea.

Senator SCOTT. What sort of terminal?

Mr. SCHNEIDER. Intermodal, which refers, of course, to particular modes of transportation; buses, rail, and even air.

Senator SCOTT. Do you want an air terminal at the Visitor Center?

Mr. SCHNEIDER. What we would like to see is inclusion of the intercity buses at the Visitors Center, the Trailways and Greyhound buses and, in addition to that, we think it would be appropriate to include in the terminal facilities for the airport buses that go to Dulles and Friendship.

I think technically the amendment doesn't cover airport bus operations. I think it should. I think the language of the bill should say "intercity and airport bus terminal."

Senator SCOTT. Were you here this morning and did you hear the Department of Interior testimony?

Mr. SCHNEIDER. Yes.

Senator SCOTT. As I understand their testimony, they were not contemplating any bus terminals at the Center. Are you saying that you do favor bus terminals at the Center?

Mr. SCHNEIDER. I understood their testimony to be that they favored the bus terminal but they were not in a position to build it at the present time or even in the next couple of years because of funding problems.

I took their testimony to mean that they would like to see a bus terminal there eventually.

Senator SCOTT. You visited the bus terminals, Trailways and the Greyhound bus terminals on 10th or 11th Street. It seems that it is a place where a lot of degenerates seem to come.

Do you see any problem with this happening in the event the bus terminals were located at the National Visitor Center? What differences, if any, would you contemplate?

Mr. SCHNEIDER. I think those old terminals, because they are old and somewhat outmoded by now, probably attract those people more than a new facility would, which would be properly policed.

At the present time, the Metropolitan Police have the job of policing the bus stations.

I would think if it were adequately policed and you had a new facility, I think you would probably not have the same problem.

Senator SCOTT. Policing, of course, is wholly the responsibility of the Mayor's office. You are certainly not saying your boss is not doing his job in the policing of the bus terminals.

I don't want to put words in your mouth but that is pretty much what it sounded like.

Mr. SCHNEIDER. It is a responsibility of the Metropolitan Police Department and they have a lot of other responsibilities.

Senator SCOTT. And they are directly under the Mayor's office.

Mr. SCHNEIDER. Yes; they are.

Senator SCOTT. You don't feel it is properly policed?

Mr. SCHNEIDER. I don't think anything is policed in the sense that it is policed in the degree we would like it policed, obviously. If it were in this facility, the Park Service, I suppose, would have the responsibility of policing. I am sure they could do an adequate job.

Senator SCOTT. I have no criticism at all of the Park Police, but I would think the Metropolitan Police, dealing, as they do, with all variety of crimes, would be in really a better position to police a facility than the Park Police would be.

Certainly, you came here to give your testimony and I don't want to appear to be arguing with the witness.

I look upon the Metropolitan Police as being the principal police force for the District of Columbia. The Capitol Police, the Park Police, and the White House Police are sort of auxiliaries. I realize they are not under the Metropolitan Police.

Our chief police department, certainly the most numerous group of policemen, is the Metropolitan Police. I am surprised to hear someone from the Mayor's office give the indication that the Park Police could do a better job than the Metropolitan Police.

Mr. SCHNEIDER. I don't know that I really said that. We are not talking about a crime situation here, Senator. In the first place, you raised the question in the context of degenerates.

Senator SCOTT. I am thinking about prostitutes, people who use dope. I think you do have a bad situation in our bus terminals. I have made no investigation of this, but I have been at those places and I think it is a place where degenerates gather.

I am not talking about just the alcoholic. I think there is a problem and I have definite reservations about putting bus terminals at a place where the people come to see their Nation's Capital.

I have expressed this view to the representatives of the Department of the Interior in private conversations in my office just a few days ago. Apparently they have some reservations about this, too. This is one of the reasons, as I understand it, in addition to the money matters, in their negotiations with the bus company, that they are not asking for this at this time.

As I understand it, even though you are with the Mayor's office, you do not have any direct contact with the Metropolitan Police Department. Would that be a fair statement?

Mr. SCHNEIDER. That is right.

Senator SCOTT. All right, sir, go ahead.

Mr. SCHNEIDER. I don't think the problem would be a major one. I think if you weight the problem you mentioned against the benefit of having buses come to the Visitor Center and serve those visitors by bringing them to the welcoming spot, in the Nation's Capital, you would find the benefit would be very great.

Senator SCOTT. How about a shuttle bus that could come from the regular bus stations where now located, or wherever the bus companies would want to relocate them, if, in fact, they do want to relocate—I understand they are somewhat crowded at their present locations—would there be anything wrong with having a shuttle bus go up to the Visitor Center?

Mr. SCHNEIDER. I think that wouldn't be good from a number of points of view. One, it would impose an additional operating expense. You have to have a driver and a bus out there making that loop all day long and presumably fairly far into the night.

So there is an operating expense you are adding. It is not an insignificant one. Another thing is that you are perpetuating the inconvenience to the traveler who wants to come into town by train and then maybe he is going over to Virginia or nearby Maryland on a bus.

Senator SCOTT. Let's just clarify that a little bit. You are with the District of Columbia Government. Do you know how many people come by train to the District of Columbia?

Mr. SCHNEIDER. I don't have those figures with me.

Senator SCOTT. Do you know how that would compare with the number that come by private automobile?

Mr. SCHNEIDER. I am talking about people who do come by train. For those who do come by train and want to make a bus connection it seems to me it would be helpful if we provide the connection for them.

Senator SCOTT. You don't seem to have any concern about people who come by automobile. You are going to send them somewhere out in

the boondocks and have them transferred. You don't seem to have any concern for the vast majority of the people who come by automobile, but you have a concern for those who come by train.

I would submit, without having any figures at all, that the percentage of visitors who come into Washington by train is a small fraction of those who come by automobile.

If you have something further, please go ahead.

Mr. SCHNEIDER. The other thing I would suggest with respect to the bus terminals and the shuttles is that we are quite interested in redevelopment of our downtown area. As you noted, the 12th and New York area is an area that could stand redevelopment.

We have some ideas for redevelopment there that are really incompatible with the maintenance of these bus terminals, not only from the standpoint of the bus activity there, but from the standpoint of making that space available for development which we consider to be better development for that area.

Senator SCOTT. You are thinking of the problems of the District of Columbia?

Mr. SCHNEIDER. Well, yes; that is the District of Columbia perspective, that last one.

At any rate, I feel that it would be a proper step at this point to amend the act to include the intermodal terminal concept.

I realize that we have to defer to the Department of Interior and the other Federal departments and the Congress on the question of the funding, but I think that the idea is such an important one that it is appropriate to amend the act and then when we can get the funding together we will have the legal authority to go ahead and include that terminal.

Senator SCOTT. Is the District of Columbia government assisting in the funding? Are you matching the Federal funds in this project?

Mr. SCHNEIDER. No; the District of Columbia government is a local applicant. When you have a Federal funding project you must have a local governmental applicant. The local funds, as I understand it, would come from private sources, from the bus companies who are interested in using this terminal.

I understand, and I guess you can check with them later as they will be testifying for themselves, they have so far made a commitment of something like \$3 million toward that effort.

The District of Columbia would act as a conduit to put this money all together that would come from private sources and the Federal level.

Senator SCOTT. You say the District of Columbia would be the collecting agency for this?

Mr. SCHNEIDER. It would be the local sponsor.

Senator SCOTT. And the bus companies would funnel their money through the District of Columbia?

Mr. SCHNEIDER. Yes.

Senator SCOTT. I thought this was a Department of the Interior project.

Mr. SCHNEIDER. What we are talking about is the money for the intermodal terminal, which would be funded in large part by the

Urban Mass Transportation Administration because this is a mass transportation project that we are talking about.

For that aspect of the terminal, the funds would come locally from the private bus companies.

Senator SCOTT. The private bus companies would somehow let the money come through the District of Columbia government to the mass transit?

Mr. SCHNEIDER. That is right.

With respect to parking, as you know, Senator, being from this area, we are in the process of spending billions of dollars on our subway system. We have recently acquired all the area bus companies and are attempting to integrate them into a meaningful bus system.

That is costing millions of dollars. We are operating the bus system at a deficit which means that more taxpayer money is going into that system.

As I see this parking, in respect to the efforts we are making to improve mass transit, I would have to say that a parking garage of this size is contrary to what we need to be doing to achieve our mass transit goals.

The reason we are concentrating on mass transit is to reduce congestion and, of course, reduce pollution, which is something that is an imperative. We are required to do such things as reduce the number of parking spaces available.

Senator SCOTT. Let me say I am 100 percent in disagreement with the statement that you are making now about reducing the parking in the District of Columbia. You see, I represent Virginia. We have a lot of commuters who want to park in the District of Columbia. So you are going to have this one Senator opposing any suggestion of reducing parking space.

Mr. SCHNEIDER. The Metro goes into Virginia, and we know that to commute by Metro when the system is in will be far better for the Virginia resident than having to drive his car through heavy traffic and then pay the large parking fees.

We think the Virginians will be far better off with the Metro than he will if he drives into Washington.

Senator SCOTT. I don't submit that the District of Columbia decides what is best for Virginia. Have you something further?

Mr. SCHNEIDER. No, sir.

Senator SCOTT. Thank you very much, sir, for being with us.

Mr. SCHNEIDER. Thank you.

[Mr. Schneider's prepared statement follows:]

STATEMENT OF DOUGLAS N. SCHNEIDER JR., TRANSPORTATION SYSTEMS COORDINATOR,
THE DISTRICT OF COLUMBIA

Mr. Chairman and members of the subcommittee, I am Douglas Schneider, Transportation Systems Coordinator for the District of Columbia. I appear on behalf of Mayor Washington, and I wish to express his and my appreciation for this opportunity to discuss the proposed amendments to the Visitor Center Act which are before you.

We believe that the Act should be amended to authorize establishment of a bus terminal for intercity buses at the Visitor Center location.

We have been making substantial progress recently in improving transportation in the Washington region. Now we have an opportunity to take another

action which will further enhance the system of transportation facilities we are developing by providing a link between all of them. Tying the bus terminal in with the rail terminal, with both tied in to the METRO station, all virtually under one roof, will provide a convenience to visitors and other travellers that will allow them to move comfortably in and out of the area and within the area, by a number of different transport means, depending on their particular needs. We have never been able to offer that before and the prospect is an exciting one.

We would go one step further to complete the transportation unification, however. We would include an airport bus terminal at this same location. In the beginning, this would involve facilities for buses to Dulles and Friendship airports. Later, there is a possibility that METRO will connect to Dulles. There is also the possibility of a future rail connection from this location to Friendship airport. In any event, the logical place for the in-town air terminal is here, where the other transport facilities will merge.

And it is highly fitting that this place for bringing all modes of travel together should be at the place where visitors to Washington are to be provided a special welcome at the Visitor Center.

Finally, with respect to the proposal to include bus terminal facilities, we would very much welcome it from a downtown improvement standpoint, because it will allow us to replace the current bus terminals at 12th Street and New York Avenue with new development.

This section of New York Avenue has long been drab and neglected, and the adverse impacts of the bus terminals have therefore not been too critical. Now, this situation is changing. With the coming of METRO and the construction of the Eisenhower Memorial Bicentennial Civic Center along New York Avenue at Mount Vernon Square, District planners foresee a revitalization of New York Avenue between the White House and Mount Vernon Square. This portion of the Avenue can become a grand boulevard, lined with new office buildings, shops, and hotels. Removal of the bus terminals will not only remove the adverse impact of bus movements, but will make two large sites available for private rebuilding.

If the authorization for an intermodal terminal is provided, the District of Columbia is prepared to make application to the Urban Mass Transportation Administration for a capital grant to fund the construction of such a facility. The local matching money would be provided by two of the private bus companies that intend to use the terminal. However, we understand that a financial plan for the total intermodal facility has not been established at the federal agency level and any participation by the District of Columbia will await that plan.

The second part of the proposal before you has to do with removal of the requirement that a 4000-space parking facility be provided at the Visitor Center. We believe that amount of parking to be unnecessary and, in fact, represents a program contrary to the accomplishment of certain of our other important programs.

Certainly, the bus/rail/air terminal tied to the METRO and the Visitor Center is a far more significant need than this amount of parking.

We, of course, do not contend that no visitor parking should be provided. Some visitors will drive to the Center, just as others will arrive by bus, rail or air. And adequate parking for use by rail and bus passengers who make business trips out of town should be provided.

The parking use we do not believe is appropriate at this location is commuter parking. It is the policy of the District of Columbia to redirect commuter travel to mass transit and away from the private automobile. The reasons are by now well known to all of us. One of the imperatives in the success of that effort is to reduce, not increase, the number of spaces in the city available to automobile commuters. Your action to remove the 4000-car parking requirement in the Visitor Center Act would therefore be consistent with, and of assistance to, our efforts which are critical to the control of air pollution and reduction of congestion. A special urgency, and another major reason to pursue that policy, has been added by the fuel shortage.

Thank you. If there are any questions I will be happy to try to answer them.

Senator SCOTT. We have the bus company representatives, Mr. Adkins, Mr. Trice, and Mr. Dobyns.

STATEMENT OF JOHN ADKINS, VICE PRESIDENT, GREYHOUND LINES, INC., ACCOMPANIED BY J. M. DOBYNS, DIRECTOR OF PROPERTIES, GREYHOUND LINES-EAST, AND RICHARD A. TRICE, DIRECTOR OF SALES, CONTINENTAL TRAILWAYS

Mr. ADKINS. I am John Adkins of Greyhound Lines, vice president. On my left is Mr. Richard Trice, director of sales of Continental Trailways. On my right is Mr. J. M. Dobyns, director of properties for Greyhound-East, one of our divisions responsible for our operations in the East.

Mr. Chairman and members of the subcommittee:

I appreciate this opportunity to appear before you and to explain the interest of intercity bus operators in legislation providing for construction of an intercity bus terminal at the National Visitor Center.

Greyhound and Continental Trailways provide most of the regular-route bus passenger service to and from Washington, D.C., and would be the principal users of the proposed intermodal passenger terminal at the Visitor Center.

Sitting with me are Richard A. Trice, director of sales, Continental Trailways, who will respond to questions concerning his company's particular interest in the proposed terminal, and J. M. Dobyns, director of properties for Greyhound Lines-East.

Both Mr. Trice and Mr. Dobyns have participated over the past 4 years in discussions relating to construction of an intermodal passenger terminal at the National Visitor Center.

We favor the enactment of legislation to amend the National Visitor Center Facilities Act of 1968, as amended, by authorizing construction of an intercity bus terminal at that location in addition to a new railroad passenger terminal.

Such legislation should provide for leasing the intercity bus portion of an intermodal transportation center to bus operators on terms reflecting the economic value of the leased premises.

Greyhound and Continental Trailways presently own and operate their own bus terminals in downtown Washington. Both carriers have for several years been studying ways and means for improving their terminals.

They have considered constructing a joint terminal as well as continuing to operate in separate terminals. If an intercity bus terminal is not constructed at the National Visitor Center, Greyhound and Continental probably would remodel and design their existing facilities, construct new terminals at other locations in the District, or build a joint terminal facility.

We have weighed the advantages and disadvantages of participating in the intermodal passenger terminal venture and have concluded we should do so if satisfactory terms and conditions for such participation can be developed.

The interest of the traveling public should be better served by having one point in the Nation's Capital where all modes of surface transportation interface—railroads, transit buses, tour buses, intercity buses, rail rapid transit, and carriers providing interpretative visitor transportation service.

However, only by actually constructing and operating an intermodal passenger facility, can we determine definitely whether similar facilities should be constructed in other large cities.

There are other important advantages which might be derived from construction of an intermodal transportation center. As indicated, both Greyhound and Trailways recognize that their present passenger terminal facilities in Washington can be improved.

We are sure the traveling public would welcome improved terminal facilities and that such improvements would encourage bus passenger travel to and from Washington, D.C.

Construction of a new and modern intercity bus terminal at the National Visitor Center should result in a significant increase in tourism and also in greater utilization of the Visitor Center where easy transfer could be made to other modes of travel. If intercity buses were not part of the new transportation center, travelers by all the surface modes will be inconvenienced.

Inclusion of intercity buses in an intermodal passenger center would also be consistent with the efforts of the Government and the transportation industry to conserve fuel. Intercity buses are by far the most efficient consumers of energy. Buses obtain 85 passenger-miles per gallon of fuel, railroads 48, automobiles 40, and aircraft 16. (Source: Eric Hurst—"Energy Intensiveness of Passenger and Freight Transportation Modes: 1950-1970," published April 1973. A study sponsored by the National Science Foundation.)

Therefore, to the extent that the new terminal would make bus passenger travel to Washington more attractive, fuel would be conserved.

We also believe the proposed intermodal passenger center—along with the National Visitor Center—would be one of the most tangible evidences of the spirit of innovation which ought to motivate the National Bicentennial observances in 1976.

The desire of Greyhound and Continental Trailways to participate in this vitally important demonstration project is manifested by their commitment of \$3 million of their own funds for the construction of their facilities in the proposed passenger center provided acceptable terms and conditions of their occupancy can be developed.

The following is a summary of principal conditions under discussion:

1. Occupancy costs (rental payments, real estate taxes and prorated share of bus-rail facility operating and maintenance costs) shall not exceed a reasonable percentage of the total gross revenue developed by the carrier in this facility. We believe 5 percent would be a reasonable figure.
2. The bus-rail facility operating and maintenance costs to be prorated should be limited to those related to the floors within the facility which are used by the bus carriers, either exclusively, or jointly with the rail carriers.
3. An acceptable method of identifying shared terminal costs and terminal concession income and prorating these costs and income between the bus-rail carriers must be developed.
4. If one or more of the user carriers should reduce or abandon its operations or use of the facilities, the percentage used in proration of

operating costs to the remaining bus carriers shall not exceed the average experience applicable in the prior 24 months' period.

5. An acceptable design of bus terminal facilities must be developed and approved.

6. Acceptable lease terms must be negotiated with the railroads and the Department of Interior for space occupied within the Center and adjoining lands.

We are hopeful agreement can be reached on the terms and conditions referred to above. If so, the new passenger terminal at the National Visitor Center could become the intermodal passenger model for many other cities across the land.

Senator Scott, I have been—all of us with the bus companies—very much surprised at the turn of events and the testimony given here so far today by the Department of Interior and the Department of Transportation.

We thought that they were fully supportive of this amendment which had been offered, and especially at this time when we are facing an energy shortage we thought certainly the intermodal concept would be something which would be advocated by all.

Certainly, with the fact that the intercity bus does represent such a fuel efficiency mode of travel, it would be one which all would join together and support in trying to attract more users of the intercity bus.

As I understand it, no one is really against it, but they say now that this is something which should be deferred, at a time when actually, if we expect to attract a lot of visitors into Washington, we should advocate and promote the use of the more energy efficient modes of travel in order to conserve fuel.

We think that actually this legislation should be approved—it is permissive legislation—in an effort to see if we cannot work out the funding in order that we can go forward on the matter expeditiously.

Senator Scott. Does that finish your presentation, Mr. Adkins?

Mr. Adkins. Yes, sir.

Senator Scott. Let me thank you for your testimony. I note your surprise at the other testimony. I think the committee, too, had been surprised.

As you and your colleagues understand it, what are the differences between you and the Interior Department that are keeping you from getting together on having bus terminals at the visitor center?

Are there differences as to the monetary contributions? Is that the main thing?

Mr. Adkins. Evidently, that is it from what they have said overall. They haven't sat down and discussed with us since they have changed their position at this time just exactly what is involved.

We understand, from what they have said, that it is a funding matter. We have had no particulars in regard to it.

Senator Scott. Do you feel that the requirements that you have are what has priced this proposal for a terminal facility out of the market?

Mr. Adkins. No, sir. I think when you consider our commitment for the \$3 million contribution, that is what we would expect to pay for a facility exclusive of land were we to build a joint terminal facility in the city of Washington.

We think that is a fair contribution for that. But our contribution is not going to be limited to that exclusively.

In addition to that \$3 million, we are going to have to have a lot of other facilities which we are going to have to put in on our own, such as the communication system for ourselves, the designing, the furniture, fixtures, counters, all of that type of equipment, which we would estimate would run close to \$1 million.

In addition, the Department of Interior has told us they would look for a rental which would amount to in excess of \$1 million over the term of the lease. So you see, we are not talking totally in terms of our contribution here of \$3 million, but it runs over \$5 million.

Senator SCOTT. You heard the testimony of Interior that there would be space for 200 to 800 automobiles. To what extent would the buses take up space? Do you know whether the space for the buses is included in that statement that Interior made or not? Is that something separate?

Mr. DOBYNS. Senator Scott, let me say that our understanding is that the intercity bus facilities in this intermodal transportation center would not detract from one car space.

Our design, or the design that we have been working on and developing jointly with Interior, Amtrak, and the other rail carriers, does not preclude any parking, vehicular parking. It does not take away any tour, charter bus, or any of those parking spaces.

Senator SCOTT. You are saying your buses would just come in there and unload and load but none would be parked there overnight or anything like that?

Mr. DOBYNS. Senator, the concept of the plan for the intercity bus has a new and separate level completely given over to the intercity bus. It is in no way interfering with the Visitor Center parking or their operations.

Senator SCOTT. Would you park your buses there overnight? Is it contemplated that there would be bus parking as distinguished from loading?

Mr. DOBYNS. The storage of buses there? Not on the parking levels of the Interior Department; no, sir.

Senator SCOTT. It doesn't make any difference what level it is on. You can park a car at any level and you can park a bus at any level. I don't mean this critically, but are you intending at that facility to park any buses overnight?

Mr. DOBYNS. Not in any great amount.

Senator SCOTT. Any at all?

Mr. DOBYNS. I am sure there would be some buses.

Senator SCOTT. That would be parked overnight?

Mr. DOBYNS. Yes, on the intercity bus level.

Senator SCOTT. How many would you anticipate? I could see that you could park several cars or one bus.

Mr. DOBYNS. Senator, the design of the bus facilities has some 28 loading dock positions which, if not in use during low peak hours, would permit a bus to stop and stay there. It would be considered a parked position.

But those spaces are not designated for other vehicular parking at all. They are special to bus facilities only.

Senator SCOTT. They are lanes that ordinarily you would pick up passengers in?

Mr. DOBYNS. Yes.

Senator SCOTT. You are saying that sometimes those lanes would be used to hold the bus for a period of time?

Mr. DOBYNS. Yes. That conceivably could be, yes.

Senator SCOTT. But primarily they would be for the loading and unloading of passengers.

Mr. DOBYNS. That is right.

Senator SCOTT. Would there be any place else where you would park the buses?

Mr. DOBYNS. No. We have our own garage facilities on New York Avenue and would hold our equipment up there, Senator.

Senator SCOTT. Did you have a comment?

Mr. TRICE. Insofar as Trailways is concerned, we have garages at the other end of the railroad yard on T Street. We would have no overnight parking there. We would have standby buses there waiting for a load, but no storage of buses would be there.

Senator SCOTT. Let me ask you, gentlemen, about the question of \$3 million toward the cost of the facility which was mentioned as a contribution by the bus companies. How was this figure arrived at?

Mr. ADKINS. This figure was arrived at, Senator, when you take into consideration this one point: Knowing what it has cost us to construct terminals exclusive of land, and the facilities which we would need, our property people got together and estimated it would cost us approximately \$3 million.

In addition, you will notice I mentioned occupancy cost of 5 percent. We look at this terminal like any other terminal if we can afford it.

Senator SCOTT. Do you have other terminals in other major cities that are joint terminals with Trailways and Greyhound? Do you have joint terminals?

Mr. ADKINS. Yes, sir. We are operating, for example, out of the Port Authority Terminal in New York City and Springfield, Mass. We are also working on Denver, Colo., and Albuquerque, N. Mex.

Senator SCOTT. Do you find this relationship a successful one?

Mr. ADKINS. Yes, sir.

We think really, for the convenience of the traveling public, as well as helping us in reducing our overall cost of operation, it is working well.

As you know, most of our riders are the less affluent people of our country and we have to keep our fares at a level which they can afford.

Therefore, in developing terminal facilities and everything else which we have to do with our service, we make every effort to provide a good service, a good terminal facility, but to watch our costs very closely.

Senator SCOTT. When you say the less affluent use the buses, would you see any relationship between the people who would use your buses and the people who come here to the Nation's Capital to this Visitor Center?

Would the people who use your buses be as interested in the program at the Visitor Center as most people? How do you see their relationship? You mentioned the less affluent person.

Mr. ADKINS. You take, for example, we are transporting a great many retired people these days. These people do not have a lot of funds. We have, for example, Continental and Greyhound, an Eagle pass and Ameripass program where they can ride unlimited all over our country at a reasonable charge, for 30 days, \$149.

Senator SCOTT. Is this for elderly people?

Mr. ADKINS. It is good for anyone. I say the elderly people and the senior citizens as well as younger people have utilized that and are riding our service. They are interested in seeing our country and visiting friends, and certainly Washington, D.C., is a point they include in their travel.

For example, Greyhound alone transported 2.8 million passengers to and from Washington, D.C., in 1 year. Of that, 1.6 million is intercity. That is, they are moving from city to city. 1.2 million are commuters.

Senator SCOTT. I was talking with the gentleman from the District of Columbia Government but perhaps you could better answer the question.

Among the people who visit the District of Columbia, what proportion come by bus, by rail, and by private automobile and airplane? Have you any estimate of that?

Mr. ADKINS. No, sir, I don't. All I have is how many we are bringing.

Senator SCOTT. Do you know whether most of them come by bus or most by private automobile? Do you have any real estimate of that?

Mr. ADKINS. I would say, like most all travel, most of it is by private automobile. That is the prime mode of travel for people between cities. We are constantly striving to attract more people to common carrier service.

As I mentioned a few minutes ago, we think that now, of all times, is the time that that should be foremost in people's minds, because we are an efficient user of energy and we have the means by which to give them travel.

We mentioned before that we have 1.6 million intercity passengers on Greyhound coming to and from Washington. We estimate that 20 to 25 percent of those people would utilize the Visitor Center.

Senator SCOTT. Mr. Adkins, let me ask you this: Would your office have any sort of figures? Representing one of the major bus companies, it would seem to me you would have figures showing how people get in and out of Washington. I think that would be of interest to the committee.

Would you be able to submit anything for the record?

Mr. ADKINS. I would think the Department of Transportation has it, and I will see if I can get it from them, sir, and give it to you. They make travel surveys. We will see if there is something available.

Senator SCOTT. You don't think your company has that available?

Mr. ADKINS. No. We wouldn't have made such a survey on our own, but I think there are surveys which we could secure and get to you.

Senator SCOTT. We would appreciate whatever you do.

I am going to ask the staff if they will attempt to get that information from the Department of Transportation.

Had you completed your statement?

Mr. ADKINS. Yes, sir.

Senator SCOTT. Do either of you other gentlemen have anything that you would like to add to Mr. Adkins' statement?

Mr. TRICE. I would like to speak to one thing you mentioned, Senator Scott. That was, I guess you would call them, the hangers-on at the bus station. Mr. Adkins spoke of our joint station in Springfield which was built in a redevelopment area.

We went in and put in a real nice station and we find that that condition no longer exists. I am a citizen of Fairfax County. I think you may be familiar with the fact we have two suburban stations in Fairfax County.

Senator SCOTT. Where are they located?

Mr. TRICE. One is in Springfield and the other is in Fairfax City. We do not have that condition at those stations.

Senator SCOTT. In Fairfax City, where is the station?

Mr. TRICE. We are in the shopping center, the Circle Center Shopping Center, at the junction of Routes 50 and 29, where Fairfax Circle is.

Senator SCOTT. That facility is nothing comparable to the downtown Washington facility as far as size and the number of employees.

Mr. TRICE. I would agree with that, sir, except that I think the hangers-on are not caused by the bus stations being there, but, rather, the situation that exists in most of our central cities today, sir.

Senator SCOTT. Mr. Trice, I certainly don't intend and didn't intend to in any way be critical of the bus companies. I would suspect that you have a problem that you are aware of, the problem that exists around some of your stations.

I do have a concern that the visitor to the Nation's Capital meet with as nice an environment as is possible for him to meet with. I do have a concern as to whether, when we have a National Visitor Center, there would be anything that would be distasteful to the visitor to the Nation's Capital.

I was trying to examine, to determine whether or not the buses, having their principal terminal here at this Visitor Center, might be detrimental to the general public.

Mr. TRICE. I did not take your remarks as being critical. I think this is another reason to move the bus station to the Visitor Center. I think it would clean up a situation which we are very familiar with and which we work on very hard.

You were talking about police. Both of our companies probably spend in excess of \$3,000 to \$4,000 a month for security at those stations today.

Senator SCOTT. I was taking issue with the gentleman from the mayor of Washington's office, who, in effect, was saying that the park police would render a better service than the metropolitan police.

I don't criticize the park police at all but I have high regard for the metropolitan police. I thought it was improper for somebody from the mayor's office to say that the metropolitan police were not doing their job.

That is the way it sounded to me and that is why I made the statement I did. I think the metropolitan police would resent such a statement. I doubt very much that the mayor of Washington would ap-

prove of that statement if he knew it was being made. It wasn't very good public relations, in my opinion, for his own police department, to indicate that the park police could do a better job.

Let me ask you gentlemen this: Could a reduced facility be constructed at the Visitor Center which might serve your needs but cost less money? What alternatives could you suggest insofar as having the bus facilities there?

Mr. DOBYNS. Senator, if I may respond to that, we understand at Amtrak the railroads must construct a rail terminal facility within the Visitor Center complex, within their parking structure.

We feel that a joint terminal facility with rail is the distinct possibility, one that is economical in concept. It is our understanding that before the Visitor Center facilities in the old Union Station can be undertaken the rail passenger facilities must be removed and new facilities constructed.

We see the compatibility of bus facilities and rail going together.

Senator SCOTT. Let me ask you this on that point: Have you been keeping up with the efforts being made to turn the Union Station into a Visitor Center? Do you know how far along they are on this?

I ask you this question because the Interior Department at least led me to believe that this work had been done or had been committed, that it was irreversible. My thought was that we already have the rails in place and have had for many years, with the trains coming from the South at one level and those from the North at another level.

As I understand it, they were going to turn the station into the Visitor Center and then build a new station in back of it which seems to me to be a very wasteful thing to do.

It would seem more economical to me, as someone who was not in on the planning of this, to keep the rails where they are and to build the Visitor Center in back of the existing rails.

Do you know how far they have gone? Are you familiar with these details?

Mr. DOBYNS. No, I can't answer your question, Senator. All we did was accept the design as advanced by the Department of Interior for the Visitor Center.

Senator SCOTT. Could you answer the question as to whether a lesser facility would be satisfactory? Are there some alternatives to this \$3 million facility? Could you utilize or would it meet your needs to have a lesser or smaller facility?

Mr. DOBYNS. I think, Senator, the cost that we are willing to commit to the facility is in keeping with the size and the space that we require. I am not certain that we understand the question of total cost here.

The Interior Department has told us that our funds, plus those advanced by the rail carriers and Amtrak, and any funding that might be achieved through funds at DOT, would produce an intermodal transportation facility.

We understand there is some deficiency in funding but we haven't identified exactly what that deficiency is.

Senator SCOTT. The committee hasn't either. But I do understand there is some difference between the bus companies and the Interior

Department as to the contribution to be made by the bus companies. Is that a fair statement?

Mr. DOBYNS. I would say we were approached and asked to review our commitment and whether it could be enlarged. From that standpoint, yes, we have been approached.

Senator SCOTT. And are you considering that?

Mr. DOBYNS. We have told them that if we can determine what our operating cost in this facility will finally turn out to be, if we can come to some agreement or recognition of what those costs will be, I think we would be open to looking at our commitment again.

Senator SCOTT. I was asking the converse. Can you use a smaller facility?

Mr. DOBYNS. I would have to say that what we have designed meets our now and projected requirements, Senator. I don't think we can cut it back in size, if you will. Maybe in quality. We have tried to achieve economy and quality in those facilities.

Senator SCOTT. Let me ask one further question. Senator Gravel will chair the subcommittee when I leave.

Let me ask if this intermodal terminal that is proposed by the Interior Department, or was proposed until today, is not constructed, what will you people do? Will you stay at your same location downtown?

What are your plans, your alternate plans? Are you going to relocate anyway?

Mr. DOBYNS. I can only speak for Greyhound in this respect. Mr. Trice will have to answer himself.

I would say that we have for some time been committed to finding improvement in our facility.

Senator SCOTT. Does that mean relocation?

Mr. DOBYNS. It might mean relocation. It might mean an extensive remodeling where we are.

Senator SCOTT. Do you have adequate space where you are now? It looks to me, the casual observer, you might not.

Mr. DOBYNS. It might have to be restructured in different form, Senator. That is possible. It is difficult but possible.

Senator SCOTT. Then you are not really planning to relocate at a different place?

Mr. DOBYNS. I wouldn't bar that, Senator. We have continually looked as an alternative to the Visitor Center. But we have pretty much nurtured this concept along of an intermodal center and have not pursued any alternative plan in the past several years.

Senator SCOTT. Has the Interior Department led you to believe over a period of time that your facilities would be included within this Visitor Center?

Mr. DOBYNS. I would have to say we have received every encouragement.

Senator SCOTT. Over what period of time?

Mr. DOBYNS. Since 1968, Senator.

Senator SCOTT. That is 5 years.

Mr. DOBYNS. Yes, sir.

Senator SCOTT. How about Trailways?

Mr. TRICE. My guess would be, sir, that we have in excess of 50,000 square feet at our present location that we own. Unfortunately, one

piece of property we bought several years ago we don't get possession of, I believe, until 1976. We would probably rebuild on that location, redesign these buildings at that location.

Senator SCOTT. Let me ask one further question: Are you contemplating, if you do not go to the Visitor Center, in having a joint facility, or would you continue to have separate facilities? Have you negotiated with one another in any way or contemplated any joint facility at any location other than the Visitor Center?

Mr. TRICE. I think we have talked about the concept of joint stations. Actually, as to any particular location I think the answer would be no.

Senator SCOTT. Thank you, gentlemen, for being before the committee.

Senator GRAVEL [presiding]. Thank you very much, gentlemen.

Our next witnesses will be Mr. William Shaw, Mr. William Drumeller, and Mr. Fred Doolittle.

STATEMENTS OF FRED DOOLITTLE, GENERAL COUNSEL OF THE CHESSE SYSTEM; C. WILLIAM SHAW, JR., MANAGER, THE WASHINGTON TERMINAL CO., AND WILLIAM F. DRUMELLER, DEPUTY CHIEF ENGINEER, BALTIMORE AND OHIO RAILROAD, AND RESIDENT ENGINEER FOR THE NATIONAL VISITOR CENTER PROJECT

Mr. DOOLITTLE. I am Fred Doolittle, general counsel of the Chessie System, which includes the Baltimore and Ohio Railroad Co. With me today are Mr. C. William Shaw, the manager of the Washington Terminal Co., the corporation obligated to build a new rail passenger station in connection with the Visitor Center.

Also with me is Mr. William Drumeller, the resident engineer on the Visitor Center project.

I try to emphasize the distinction. The Terminal Co. is responsible for building a new passenger station within the Visitor Center complex, that complex being built by two reality corporations, subsidiaries of the B. & O. and Penn Central for lease to the Department of the Interior more or less at their direction under their control.

Messrs. Shaw and Drumeller both filed statements with the committee and I would like to ask them to present them to you for the oral effect. They are both quite brief.

Mr. Shaw.

STATEMENT OF C. WILLIAM SHAW, JR. MANAGER, WASHINGTON TERMINAL CO.

Mr. SHAW. Mr. Chairman, my name is C. William Shaw, Jr., and I am manager of the Washington Terminal Co., which owns or operates the Union Station and related rail passenger facilities here in Washington.

I am glad to appear before this honorable subcommittee at your request. I understand that the legislation now being considered would authorize the Department of the Interior to provide an interstate bus facility at the terminal.

This is obviously a very worthwhile public purpose, and the Terminal Co. has no objection to this proposed legislation, so long as it does

not prejudice any property interests of the Terminal Co. nor increase any of its costs or expenses.

The Washington Terminal Co. is jointly owned by the B. & O. Railroad and Penn Central Transportation Co. It is, in effect, not a profitmaking corporation, since its income is largely derived from the payments made by the various railroads using the terminal, of their proportionate shares of the expenses of such use, plus a small percentage return on the Terminal Co.'s investment in its properties.

As you know, the Visitor Center Act of 1968 requires the Terminal Co. to construct a new railroad passenger station beneath or adjacent to the Visitor Center parking facility, and this obligation is embodied in the Visitor Center agreement with the Department of the Interior.

I should point out that since the 1968 act was passed, Amtrak has come into the picture and it now enjoys about 84.5 percent of the total use of the present station. We have not yet reached a satisfactory contract arrangement for Amtrak's contribution for its share of the use.

Nevertheless, the Terminal Co. intends to carry out its statutory obligation, and to construct a new rail passenger station consistent with its financial resources. We have budgeted \$2.37 million for this purpose.

The new station will be adequate for the non-Amtrak passenger service, but it will not be lavish since rail passenger service cannot support such.

For practical reasons, the station construction must be coordinated with the Visitor Center construction. This is taking place on pieces of property within the Terminal complex which are not owned by the Terminal Co., but are owned by real estate subsidiaries of B. & O. and Penn Central.

However, since the Terminal Co. desires to cooperate with the Visitor Center project, the planning for the new station has been coordinated with the planning of the Visitor Center and the real estate companies will build the station along with the Visitor Center, but at the cost of the Terminal Co.

As you are probably aware, the Terminal Co. has recently been approached by various interests, including Amtrak and the Department of Transportation, with the object of enlarging the new rail passenger station to make it conform to Amtrak's concept of its present and future needs, and also to expand it into an intermodal transportation terminal which would accommodate interstate bus operations.

As I stated above, the Terminal Co. applauds the objectives of these other parties and is willing to cooperate fully in advancing them, provided it has satisfactory assurance that these other parties can and will pay for the enlargement or expansion that they desire.

Senator GRAVEL. Thank you very much.

Do you have a statement?

**STATEMENT OF WILLIAM F. DRUMELLER, DEPUTY CHIEF
ENGINEER, B. & O. RAILROAD**

Mr. DRUMELLER. Yes, sir.

Mr. Chairman, my name is William F. Drumeller, and I am deputy chief engineer of the B. & O. Railroad, and resident engineer for the National Visitor Center project.

As Mr. Shaw has stated, for practical reasons it is a necessity that the Terminal Co.'s new railroad station be built in conjunction with the Visitor Center project.

My immediate responsibility, as the resident engineer representing the owners of the Visitor Center property, is to accelerate that project in every way possible.

Therefore, while we appreciate the purposes of the proposed legislation and have no objection to it, I must point out that construction work is already being delayed because the owners and the Terminal Co. do not yet have satisfactory assurances from certain other parties that they will put their money on the line to pay for enlargement or expansion of the rail passenger terminal to suit their purposes.

We will continue to devote every effort to obtaining these assurances because we are dedicated to the Visitor Center project heart and soul.

I hope you will understand that we cannot go forward with financial commitments for design and construction for these purposes until we have such assurances. Although the project was originally supposed to be financed on the credit of the property alone, the B. & O. Railroad, to show its good faith, has already guaranteed up to \$3.4 million of the Visitor Center cost on a temporary basis to keep the project going. We do not anticipate further assistance from that source.

In addition, if the owners of the Visitor Center property are to handle the construction of a facility enlarged to accommodate Amtrak and the interstate bus companies, some arrangement must be made to vest the owners with authority to undertake these responsibilities, and to compensate them for handling the job.

The owners have a bank commitment for construction financing of the Visitor Center, which requires assurance that it will be completed and under lease to the Department of the Interior by December 1, 1975. There is not a moment to loss if this commitment is to remain available.

Senator GRAVEL. Thank you very much.

Mr. DOOLITTLE. If I may, by way of supplement, Mr. Chairman, we are at your disposal to try to answer any questions, in hearing those statements I thought they probably didn't sound particularly patriotic or public-spirited. We are private concerns and essentially our posture is that we are at the direction of the Department of the Interior.

They know how to put the pressure on and properly so. If circumstances or interventions of other parties are causing delays, we are perfectly willing to go ahead on the original concept with due warning to others that we must move forward.

I think this is the inclination of Interior since we have stated we will honor our contract obligation to them.

Senator GRAVEL. Could you give us a breakdown of the present status of the Visitor Center, how much of the available funds have been spent and for what, and how much is left?

Mr. DOOLITTLE. Mr. Drumeller, very roughly can you do that?

Mr. DRUMELLER. Yes. By my calculation we have spent roughly \$3 million. Three hundred thousand dollars worth of steel H piles are on the property now, not driven. Four months or so ago we had to abandon or stop the project.

Mr. DOOLITTLE. You mean suspend.

Mr. DRUMELLER. Suspend the project.

We have had to pay the insurance premiums and all of the other costs attendant to beginning construction, and we paid a considerable amount in architect fees and some engineering fees.

Senator GRAVEL. Do you have enough funds to complete the operation from the Interior Department?

Mr. DRUMELLER. I believe I am not following you.

Senator GRAVEL. For the alteration of Union Station, itself, do you have enough funds to do that?

Mr. DRUMELLER. Yes.

Mr. DOOLITTLE. I may say, if I may, Mr. Chairman, that the allocation of funds is solely at the discretion of the Department of Interior, subject only to the limits that are in the statute.

Since it is going to be theirs and it is being done by us under a lease-purchase arrangement, we want them to tell us how to allocate the \$16 million.

Senator GRAVEL. Who initiated the idea of the bus facility as opposed to parking?

Mr. DOOLITTLE. I don't know, but I doubt very much that it was the railroads. I just don't know, Mr. Chairman. It seems a perfectly logical thing if it can be funded and worked in as far as timing is concerned.

Senator GRAVEL. Since Interior has control of the moneys, as you stated, could some of those moneys be diverted to the garage rather than to other operations?

Mr. DOOLITTLE. I think this is a matter for Interior's judgment if I understand correctly. Our position is that the allocation of the \$16 million is within the discretion of the Department of the Interior.

Senator GRAVEL. Why can't you begin the alterations now for the center? Why can't we go right to the center and get that going rather than tying everything up to the parking facility and the overall plan?

Mr. DRUMELLER. We could do that, Senator, except for one thing. Amtrak and all the railroads are now using the existing facility and they will have to be displaced when we get into that work in any degree.

We will have to move the railroad operation out of the existing terminal to make way for that.

Senator GRAVEL. Is the track level lowered?

Mr. DRUMELLER. There are two levels of track at the station. One of them is about level with the ground floor and then there is a sublevel to carry the through trains into the tunnel and on out into the Virginia area.

Senator GRAVEL. So you have to build a level underneath the whole station right now, is that what you are talking about?

Mr. DRUMELLER. No, sir. Starting on the west side, which is the higher level side, that is one thing. Some of the work in the station will involve digging pits of considerable size to house the theater and other events.

Senator GRAVEL. But the park that is there right now, why can't you complete that? I am referring to the alternations to the present Union Station. That cannot be done?

Mr. DRUMELLER. We had figured it would follow. We would begin working on the parking facility first, which is also to house the new railroad terminal.

Shortly after we began work on the new parking facility and railroad terminal we would then begin work on the visitor center proper.

Senator GRAVEL. Apparently there is some confusion here. How much money did you say had been spent of the Interior's \$16 million?

Mr. DRUMELLER. I said roughly \$3 million.

Senator GRAVEL. What about Metro fundings?

Mr. DRUMELLER. That includes Metro foundations.

Senator GRAVEL. So the whole cost is \$3 million thus far.

Mr. DRUMELLER. Right.

Senator GRAVEL. Is there any dispute between you and the Metro company as to the figure for those foundations?

Mr. DRUMELLER. No dispute. It is all being done on a cost and material basis.

Senator GRAVEL. And they have completed all their work?

Mr. DRUMELLER. No, sir, they have not.

Senator GRAVEL. How much would it cost when completed? Of the \$16 million, how much would be sort of eaten up by Metro?

Mr. DRUMELLER. They figure approximately \$1.2 million to \$1.3 million.

Senator GRAVEL. Additional?

Mr. DRUMELLER. No, not additional. Total.

Senator GRAVEL. What is the \$3 million for?

Mr. DRUMELLER. That is for a number of things.

Senator GRAVEL. In addition to Metro?

Mr. DRUMELLER. Yes.

Senator GRAVEL. Has Metro been billing you for any sum like \$11 million?

Mr. DRUMELLER. No, sir.

Senator GRAVEL. \$1 million?

Mr. DRUMELLER. We have had some bills for about \$0.7 million to account for the work they have already done, which is approximately 60 to 70 percent complete.

Senator GRAVEL. I have no additional questions. Unfortunately, the issue is very obscured with all the gyrations that have taken place. I sympathize with your task and I think we need some sympathy, too.

I can recall when we were first promised that there would be 4,000 parking spots and that has shrunk drastically. The part that shrunk was the part we anticipated we would be able to have to diffuse some of the parking problems on the Hill. I have some very strong feelings about it. Thank you very much, gentlemen.

Mr. DRUMELLER. Thank you.

[A statement from Gerald D. Morgan, vice president, public and government affairs, Amtrack, follows:]

STATEMENT OF GERALD D. MORGAN, VICE PRESIDENT, PUBLIC AND GOVERNMENT AFFAIRS, NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)

Mr. Chairman and members of the subcommittee, Amtrak welcomes this opportunity to discuss its role in the development of the transportation portion of the National Visitors Center project. We have been participating for more than a year in the numerous meetings that have preceded this hearing this morning.

It is our hope that the best sort of facility be designed and constructed, and by that we mean a facility suited to the needs and convenience of the Nation's Capital, the residents of the National Capital area and the millions of visitors that come here annually in increasing numbers. We are on the public record as favoring intermodal facilities, both in the central city areas and at suburban stations, and we will cooperate to the fullest in working together with other modes of transportation, and with local, state, regional or federal organizations in the creation of such facilities.

Whether the new facility is intermodal or not, however, Amtrak has committed \$3.4 million to the cost of constructing the new rail facility in the Union Station area, to be situated within the proposed parking area behind the present station, which is to become the visitors center. Preliminary designs have gone forward, but it now appears that total funding is not sufficient to cover the costs of constructing the total facility as planned. We, among others involved, were asked if our share could be increased. Accordingly, we undertook an analysis of the costs and contributions involved to determine if our contribution was realistic and fair. This analysis was done two ways—one based on an analysis of the project cost elements as offset by the various contributions, and the other based on a straight-forward allocation of costs on an area basis. Both analyses demonstrated that the Amtrak contribution of \$3.4 million plus an additional \$2.37 million pledged from the Washington Terminal Company, totaling \$5.7 million, was sufficient to pay for all rail passenger portions of the structure. These analyses show, therefore, that any additional funding by Amtrak would in fact pay for more of the facility than Amtrak would use, and would, in fact, amount to a subsidy by Amtrak of one or more of the other users. Although our analyses are based on preliminary visitors center cost estimates, these are the latest figures available, and we believe the conclusions are sound.

We want to make it clear that we are prepared to pay our full share. We cannot, without Board approval, sign or agree to any document that would or could commit Amtrak to a larger payment, especially one that would subsidize other users. We believe it is in Amtrak's interest, and in the public's interest, that the best possible facility be erected. Our area of concern and control, however, must by law be confined to the intercity rail portion of the facility.

It is our firm hope that the problems now confronting the supporters of the project and confronting this subcommittee can be resolved. We will continue to give our full cooperation toward this goal. Whatever the outcome, we want to assure the committee and all those present that we will continue to press for the best possible design solutions for the Amtrak portion of the facility within our budget as it has been established and confirmed by our re-analyses.

Thank you, Mr. Chairman. That concludes our prepared statement.

Senator GRAVEL. Is Mr. Perlman here, of the Metro?

STATEMENT OF ELLIS S. PERLMAN, DIRECTOR OF GOVERNMENT RELATIONS, WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY, ACCOMPANIED BY MATTHEW PLATT, ASSISTANT DIRECTOR OF PLANNING

Mr. PERLMAN. I am Ellis Perlman, director of Government relations, and this is Matthew Platt, associate director of planning for Metro.

I might say, Mr. Chairman, that the Metro system will be there whether there is an intermodal system or not. It is designed to provide facilities for the metropolitan district of Washington. However, being there with a station at the Union Station, it has an entrance to the Visitor Center and will be a prime means of transportation to and from the Center.

Senator GRAVEL. Is there any thought to make that doorway a little wider than normal since it will be tied in with other methods of transportation?

Mr. PERLMAN. The design is flexible, sir. It is a very good entrance to the Visitor Center.

Senator GRAVEL. Are you contributing in any way to the cost of the Visitor Center?

Mr. PERLMAN. None at all, sir. We are not contributing to the cost of the Visitor Center, but because of some necessities of construction on the part of Metro, we have had to proceed to put in the pilings for part of the Visitor Center so that we could proceed with the construction.

In putting in those pilings, we have incurred certain moneys, to date about \$1 million.

Our estimate is, when completed, about \$1.5 million that we will have to bill not the Visitor Center but the Terminal Realty-Baltimore Co., which is one of the companies that the railroad people referred to as involved in their construction of the Visitor Center.

Senator GRAVEL. Did they agree to this prior to your commencing construction?

Mr. PERLMAN. Yes, they did.

Senator GRAVEL. Do you have any suggestions on this whole problem area?

Mr. PERLMAN. Not really, sir. Having heard the testimony today, I would prefer not to make any suggestions.

Senator GRAVEL. Thank you very much.

Is there anyone else who wishes to testify?

If not, the hearing is adjourned.

[Whereupon, at 2:55 p.m., the subcommittee recessed, to reconvene subject to the call of the Chair.]



