

BEFORE THE COUNCIL OF THE  
THE METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING AN	)	RESOLUTION NO. 89-1136
EXEMPTION TO METRO CODE CHAPTER	)	Introduced by
2.04.044 COMPETITIVE BIDDING PROCEDURE	)	Rena Cusma,
AND AUTHORIZING A SOLE SOURCE AGREE-	)	Executive Officer
MENT WITH HOMEBUILDING INFORMATION	)	
SERVICE COMPANY FOR THE PURCHASE OF	)	
BUILDING PERMIT INFORMATION	)	

WHEREAS, The Data Resources Division relies heavily on building permit information available only from local jurisdictions for use as base data in forecasting population and development trends; and

WHEREAS, Metro has contracted with Homebuilding Information Service Company (HISCO) for the past three years to collect this data; and

WHEREAS, HISCO is the only company in the region that collects the information at the needed level of detail; now, therefore,

BE IT RESOLVED:

That based on findings attached as Exhibit A and incorporated herein, the Contract Review Board hereby exempts the attached contract (Exhibit B) with Homebuilding Information Services from the competitive bidding requirements under Metro Code Chapter 2.04.044 for the collection of building permit information for the three county area.

ADOPTED by the Council of the Metropolitan Service

District this 9th day of November, 1989.

Mike Ragsdale  
Mike Ragsdale, Presiding Officer

KT:mk

89-1136.RES

10-06-89

EXHIBIT A

Sole Source Justification  
HISCO Contract #901004

We have done research to identify vendors capable of providing Metro with building permit data for input into the regional information database. There are currently two firms in the business of collecting and reporting construction statistics.

- Homebuilding Information Service Co. (HISCO)
- Construction Data

For the past three years, HISCO has efficiently and accurately provided Metro with building permit data, custom tailored to our specifications and delivered in digital format for direct downloading to the data center computer. HISCO's charges are less on a per permit basis than Metro's in-house costs in years previous to this contract. HISCO is interested in continuing to provide this service to Metro.

Roberta Ashton of Construction Data has informed us that her firm specializes in publishing a weekly report for construction contractors titled Construction Data, Northwest Edition and they have no interest in providing data collection services to Metro or any others seeking digitally formatted data products.

RCB:mk  
HISCO928.SS  
09-28-89

EXHIBIT B

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT dated this \_\_\_\_\_ day of \_\_\_\_\_ 1989, is between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, hereinafter referred to as "METRO," whose address is 2000 S.W. First Avenue, Portland, Oregon 97201-5398, and HOMEBUILDING INFORMATION SERVICE CO. (HISCO), hereinafter referred to as "CONTRACTOR," whose address is 510 W. Millplain Boulevard, Vancouver, WA 98660, for the period of July 1, 1989, through June 30, 1990, and for any extensions thereafter pursuant to written agreement of both parties.

W I T N E S S E T H :

WHEREAS, This Agreement is exclusively for  
Personal Services;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

CONTRACTOR AGREES:

1. To perform the services and deliver to METRO the materials described in the Scope of Work attached hereto;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. To comply with all applicable provisions of ORS Chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, as if such provisions were a part of this Agreement;

4. To maintain records relating to the Scope of Work on a generally recognized accounting basis and to make said records available to METRO at mutually convenient times;

5. To indemnify and hold METRO, its agents and employees harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, with any patent infringement arising out of the use of CONTRACTOR'S designs or other materials by METRO and for any claims or disputes involving subcontractors; and

6. To comply with any other "Contract Provisions" attached hereto as so labeled.

METRO AGREES:

1. To pay CONTRACTOR for services performed and materials delivered in the maximum sum of SEVEN THOUSAND EIGHT HUNDRED and NO/100THS (\$7,800.00) DOLLARS and in the manner and at the time designated in the Scope of Work; and

2. To provide full information regarding its requirements for the Scope of Work.

BOTH PARTIES AGREE:

1. That METRO may terminate this Agreement upon giving CONTRACTOR five (5) days written notice without waiving any claims or remedies it may have against CONTRACTOR;

2. That, in the event of termination, METRO shall pay CONTRACTOR for services performed and materials delivered prior to the date of termination; but shall not be liable for indirect or consequential damages;

3. That, in the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to an appellate court;

4. That this Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party; and

5. That this Agreement may be amended only by the written agreement of both parties.

HomeBUILDING INFORMATION  
SERVICE CO. (HISCO)

METROPOLITAN SERVICE DISTRICT

By: \_\_\_\_\_ By: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

SCOPE OF WORK  
CONTRACT BETWEEN METRO AND HISCO

Work to be performed by the contractor (HISCO) will be according to the following stipulations and definitions of respective responsibilities between Metro and HISCO.

I. PRODUCT

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HISCO will provide residential and non-residential building permit records for Multnomah, Clackamas, and Washington Counties and for all of the municipalities therein. These data shall be delivered to Metro in monthly increments, not to exceed forty-five (45) days' elapsed time from month's end.

Residential permits will be reported for all newly constructed single, multi-family units. Residential permits will also include permits for mobile home placement upon which a regular building permit has been issued, conversions of buildings to new residential use, house relocations from one underlying zone (UZ) to another, and demolitions.

Non-residential permits will be reported for new construction, additions to existing buildings which will result in an increase in square feet of floor area, construction involving a change in use category, and demolitions.

II. REPORTING FORMAT

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The data transfer medium will be 5.25" PC floppy diskette. Each of the following data items are to be reported in entirety for each permit:

\* All Permits

- Jurisdiction Code
- Permit Number
- Month
- Year
- Urban or Rural (defined by UGB)
- Underlying Zone (UZ, Metro traffic zone)
- Address
- Legal description
- Value of structures
- Zoning (jurisdiction land use zone)
- Square footage of structure(s)
- Demolition (yes/no)
- Dwelling unit type
- Number of units

\* Residential

Dwelling unit type according to the following categories: single family (s), multi-family (m), mobile home (t)  
Number of units

\* Non-Residential Permits

Number of stories  
Type of Use according to the following categories: Retail, Office, Industrial, Public, Other.

### III. WORKING RELATIONSHIP

HISCO will be responsible for any costs incurred in the collection of the building permits information including transportation, copying charges, and subscriptions. The contractor will be responsible for data entry at their place of business and also responsible for all costs involved in data entry including the hardware/software costs incurred.

All materials provided to Metro by the contractor under the terms of this agreement are the property of Metro and it is agreed by the parties hereto that all such products are works made for hire. HISCO does hereby convey, transfer and grant to Metro all rights of reproduction and the copyright to all such properties when identified at the underlying zone (UZ) level using the Metro traffic zone identifier. The UZ data identifiers are therefore proprietary to Metro and can only be used, sold or disseminated by or with the express approval of Metro.

Metro will conduct periodic surveys of individual permit records as submitted to determine the accuracy and completeness of the data supplied by HISCO. If at any time an error rate in excess of 2 percent of the data submitted for a single month or more than 5 percent of the data items required in Section II are missing, this contract may be terminated by Metro. Before Metro elects to terminate, Metro shall notify the contractor of the problem and contractor shall be given ten (10) working days to alleviate the errors or omissions. If the contractor fails to correct the errors or omissions during this time period, Metro may terminate this contract. If an error rate or omission rate continues to persist, Metro reserves the right to terminate the contract.

### IV. CHARGES

Metro agrees to pay HISCO monthly in the amount of \$650.00 (for a total of \$7,800.00 per year) if the product is delivered by the day stipulated in Section I. This amount includes all costs,



expenses, labor and materials associated with delivery of the required data. Payment will be made by Metro by check within thirty (30) working days of product receipt. If the contractor does not meet the delivery date stipulated in Section I, Metro may elect to deduct from the monthly bill \$5.00 for each day after the due date that the product is late.

## STAFF REPORT

### CONSIDERATION OF RESOLUTION NO. 89-1136 FOR THE PURPOSE OF APPROVING A SOLE SOURCE CONTRACT WITH HOMEBUILDING INFORMATION SERVICES COMPANY (HISCO) FOR THE GATHERING OF BUILDING PERMIT DATA

Date: October 6, 1989

Presented by: Andrew C. Cotugno

## FACTUAL BACKGROUND AND ANALYSIS

Resolution No. 89-1136 approves a sole source contract with Homebuilding Information Services (HISCO) to provide building permit information from the Metro area cities and counties.

Metro has contracted with HISCO for the past three years to gather residential and non-residential building permit information to the detail needed for preparing forecasts. This information is a vital part of the base data used in developing the region's employment and population projections.

There is one other business in the Portland area collecting building permit data -- Construction Data and News Corporation. We have contacted them regarding their interest in providing building permit data to Metro in the digital form needed. They have declined our request for a quote, stating that their only product is a weekly magazine containing construction news and building permit data and they do not provide any digital data services.

Metro staff is not sufficient to gather the information ourselves. In order to assemble the information in-house, at least an additional half-time person would be needed to collect and geocode the information into useful data. Costs for a half-time person would run approximately \$1,000 per month. The HISCO contract is for \$650 per month or \$7,800 per year. Their information has always been accurate and reliable and they have always met the terms of their contract.

## EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 89-1136.



# GRANT/CONTRACT SUMMARY

METRO METROPOLITAN SERVICE DISTRICT

SEP 6 1989

GRANT/CONTRACT NO. 901004 CONST/CONT DIV 140 121100 524190 42410  
 BUDGET CODE NO. 140 121100 524190 42410  
 FUND: PLANNING DEPARTMENT: TRANSPORTATION IF MORE THAN ONE                       
 SOURCE CODE (IF REVENUE)                     

## INSTRUCTIONS

1. OBTAIN GRANT/CONTRACT NUMBER FROM CONTRACTS MANAGER. CONTRACT NUMBER SHOULD APPEAR ON THE SUMMARY FORM AND ALL COPIES OF THE CONTRACT.
2. COMPLETE SUMMARY FORM.
3. IF CONTRACT IS —
  - A. SOLE SOURCE, ATTACH MEMO DETAILING JUSTIFICATION.
  - B. UNDER \$2,500, ATTACH MEMO DETAILING NEED FOR CONTRACT AND CONTRACTOR'S CAPABILITIES, BIDS, ETC.
  - C. OVER \$2,500, ATTACH QUOTES, EVAL FORM, NOTIFICATION OF REJECTION, ETC.
  - D. OVER \$50,000, ATTACH AGENDA MANAGEMENT SUMMARY FROM COUNCIL PACKET, BIDS, RFP, ETC.
4. PROVIDE PACKET TO CONTRACTS MANAGER FOR PROCESSING

PURPOSE OF GRANT/CONTRACT BUILDING PERMIT COLLECTION FOR THE THREE COUNTY  
 AREA                     

2. TYPE OF EXPENSE ☒ PERSONAL SERVICES ☐ LABOR AND MATERIALS ☐ PROCUREMENT  
☐ PASS THROUGH AGREEMENT ☐ INTER-GOVERNMENTAL AGREEMENT ☐ CONSTRUCTION  
☐ OTHER

OR

TYPE OF REVENUE ☐ GRANT ☐ CONTRACT ☐ OTHER

3. TYPE OF ACTION ☐ CHANGE IN COST ☐ CHANGE IN WORK SCOPE  
☐ CHANGE IN TIMING ☒ NEW CONTRACT

4. PARTIES HISCO/METRO

5. EFFECTIVE DATE July 1, 1989

TERMINATION DATE June 30, 1990

(THIS IS A CHANGE FROM                     )

6. EXTENT OF TOTAL COMMITMENT: ORIGINAL/NEW \$ 7800.00  
 PREV. AMEND                       
 THIS AMEND                       
 TOTAL \$                     

## 7. BUDGET INFORMATION

A. AMOUNT OF GRANT/CONTRACT TO BE SPENT IN FISCAL YEAR 1989 \$ 7800.00  
 B. BUDGET LINE ITEM NAME Contractual AMOUNT APPROPRIATED FOR CONTRACT \$ 7800.00  
 C. ESTIMATED TOTAL LINE ITEM APPROPRIATION REMAINING AS OF                     , 19                     \$                     

## 8. SUMMARY OF BIDS OR QUOTES (PLEASE INDICATE IF A MINORITY BUSINESS ENTERPRISE)

SUBMITTED BY Sole Source \$                      AMOUNT ☐ MBE  
 SUBMITTED BY                      \$                      AMOUNT ☐ MBE  
 SUBMITTED BY                      \$                      AMOUNT ☐ MBE

## 9. NUMBER AND LOCATION OF ORIGINALS

8. IS THIS A DOT/UMTA/FHWA ASSISTED CONTRACT ☐ YES ☐ NO
11. IS CONTRACT OR SUBCONTRACT WITH A MINORITY BUSINESS? ☐ YES ☒ NO  
IF YES, WHICH JURISDICTION HAS AWARDED CERTIFICATION \_\_\_\_\_
12. WILL INSURANCE CERTIFICATE BE REQUIRED? ☐ YES ☒ NO
13. WERE BID AND PERFORMANCE BONDS SUBMITTED? ☐ YES ☒ NOT APPLICABLE
- TYPE OF BOND \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_
- TYPE OF BOND \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_
14. LIST OF KNOWN SUBCONTRACTORS (IF APPLICABLE)
- |            |               |                              |
|------------|---------------|------------------------------|
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
| NAME _____ | SERVICE _____ | <input type="checkbox"/> MBE |
15. IF THE CONTRACT IS OVER \$10,000
- A. IS THE CONTRACTOR DOMICILED IN OR REGISTERED TO DO BUSINESS IN THE STATE OF OREGON?  
☐ YES ☐ NO
- B. IF NO, HAS AN APPLICATION FOR FINAL PAYMENT RELEASE BEEN FORWARDED TO THE CONTRACTOR?  
☐ YES DATE \_\_\_\_\_ INITIAL \_\_\_\_\_
16. COMMENTS:

## GRANT/CONTRACT APPROVAL

### INTERNAL REVIEW

*[Signature]*  
DEPARTMENT HEAD

*[Signature]*  
FISCAL REVIEW 9/25/89

*[Signature]*  
BUDGET REVIEW 9/29/89

### CONTRACT REVIEW BOARD

(IF REQUIRED) DATE \_\_\_\_\_

1. \_\_\_\_\_  
COUNCILOR
2. \_\_\_\_\_  
COUNCILOR
3. \_\_\_\_\_  
COUNCILOR

### COUNCIL REVIEW

(IF REQUIRED)

DATE \_\_\_\_\_

### LEGAL COUNSEL REVIEW AS NEEDED:

- A. DEVIATION TO CONTRACT FORM \_\_\_\_\_
- B. CONTRACTS OVER \$10,000 \_\_\_\_\_
- C. CONTRACTS BETWEEN GOVERNMENT AGENCIES \_\_\_\_\_

INTERGOVERNMENTAL RELATIONS COMMITTEE  
REPORT

RESOLUTION NO. 89-1136, APPROVING A SOLE SOURCE CONTRACT WITH  
HOMEBUILDING INFORMATION SERVICES

Date: November 2, 1989

Presented by: Councilor Collier

COMMITTEE RECOMMENDATIONS: At the October 26, 1989 meeting, the Committee voted unanimously to recommend Council adoption of Resolution No. 89-1136. In attendance were Councilors Bauer, DeJardin, Devlin, Gardner and myself.

COMMITTEE DISCUSSION/ISSUES: Andy Cotugno, Transportation Director, presented the staff report. He indicated that the Metro Code requires the Council acting as the Contract Review Board to grant an exemption for sole source contracts over \$2,500. The Department has contracted with Homebuilding Information Services (HISCO) for the past three years and has found their work to be satisfactory. The Department is aware of only one other company which collects building permit data. That company was contacted and declined to submit a quote for the work.

In response to a question from the Committee, Mr. Cotugno indicated the price for this contract is very good and is below the cost estimate for obtaining the information using in-house staff. Mr. Cotugno indicated in response to a question that the contract file contains all the necessary documentation justifying the contract.

TC:DEC:aeb

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