



Housing Department
City of Bend
(541) 323-8550
housing@bendoregon.gov
710 NW Wall Street, Bend OR 97703

Pre-Approved ADU Plan Program

Library Design Application Cover Form and Agreement

The City of Bend is currently accepting applications from design professionals to have their ADU designs selected for use as part of the City's Pre-Approved ADU Plan Program. All pre-approved designs will be listed on the City's online library of pre-approved ADU building designs. The online library will provide information about each design and the contact information for each designer. Homeowners seeking to build an ADU using a pre-approved design will contact the designer to purchase the design directly from them.

An ADU design will be accepted into the City's Pre-Approved ADU Plan Program if (1) the designer submits this application Cover Form with all application materials, (2) the designer signs the Applicant Agreement and meets all of its requirements, (3) the designer obtains a Master Re-Issue Permit for the design by submitting a separate application for Building Code review with the Building Division, and (4) the design does not violate any other applicable City policies, in the sole discretion of the City.

Applicant Information:

Design Name: _____ Business name: _____

Contact Name: _____ Contact Phone Number: _____

Email Address: _____

Application Materials:

To apply to have your ADU design evaluated for use as part of the City's Pre-Approved ADU Plan Program, you must submit each item listed below. **Please provide the items as attachments to this application Cover Form.** Applications must be emailed to the City's Housing Department at housing@bendoregon.gov. Further submittal guidelines for Building Code review are provided through the Building Division and Permit Portal, available at: [Building Permits | City of Bend \(bendoregon.gov\)](https://www.bendoregon.gov/Building-Permits).

- Description of the design highlights (maximum 150 words) to be used in the listing on the City's website.

- State the price for the plan set. This price will be listed on the City’s website as the price you will charge applicants for the plans.
- Narrative on the design (maximum 300 words) describing how the design meets the program recommendations listed below. This narrative will not be posted, rather it will be used by staff in evaluating the application.
- Plans, sections, elevations, 1/4” scale.
- 3-D views or photographs to be used in the listing on the City’s website. Photos of built projects can also be used.
- List of primary materials and mechanical systems.

Design Recommendations:

The City is seeking ADU designs with the attributes listed below:

- Cost Savings – Consideration in design for a modest price point that lends to affordability. This would include the cost of the plan set itself, materials, innovative construction methods, pre-built products and the like.
- Energy Efficiency – Consideration in the design for sustainable materials and efficient heating and cooling systems, as well as meeting Building Code requirements and standards for green build ratings.
- Suitability for Bend lots and needs – Consideration in design for narrow lots, sloped lots, and multi-use structures such as a detached ADU above a garage or shop.
- Construction Feasibility – Consideration in design for materials availability and design feasibility.
- Accessibility – Consideration in design for accessibility not just for the tenant but also for the visitor, which is commonly referred to as the visit-ability of a dwelling.

Applicant Agreement:

I understand that by submitting this application, I am asking the City of Bend to accept my ADU design (the “design”) for listing as part of the City of Bend’s Pre-Approved ADU Program library of plans. I agree that the acceptance of my design for listing in the Pre-Approved ADU Plan Program is contingent upon my obtaining a Master Re-Issue Permit, which I must apply for by submitting a separate application for Building Code review with the City of Bend’s Building Division; I will be responsible for a complete submittal, including payment of the applicable review fee for the Master Re-Issue Permit, via the CityView Permit Portal. I understand that in order for my design to be accepted into the Pre-Approved ADU Plan Program, my design cannot violate any applicable City of Bend policies, determined at the sole discretion of the City.

Further, I agree that in order for my design to be accepted into the Pre-Approved ADU Plan Program, I must agree to the terms below, which will apply to me (the “Designer”) and the City of Bend (the “City”) for the duration of my participation in the Program. Accordingly, this Applicant Agreement (the “Agreement”) is hereby formed between Designer and City (collectively the

“Parties”) in relation to the prospective acceptance of Designer’s design in the City’s Pre-Approved ADU Plan Program.

1. Design Listed on City Website. The design and Designer’s contact information will be listed as a courtesy by the City on its online pre-approved ADU design library for the sole purpose of allowing homeowner permit application and permitting purposes only.
2. Insurance. Designer shall purchase and maintain at its own expense the insurance noted below, subject to review and acceptance by the City. All insurance shall apply on a primary, non-contributory basis and remain in effect for the duration the design’s acceptance in Pre-Approved ADU Program. Any policy written on a ‘claims made’ basis may only be done so with the written approval and authorization of the City and coverage written in this manner shall extend for two years past the cessation, if any, of Designer’s participation in the Pre-Approved ADU Program. Insurance certificates shall be emailed to the City’s Housing Department at housing@bendoregon.com. Insurance questions shall be emailed to the City’s insurance email at: insurance@bendoregon.gov.
 - a. Commercial General Liability Insurance with minimum coverage in effect of \$2,000,000 per incident, claim or occurrence and \$2,000,000 in aggregate. The policy shall include coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products completed operations, employer’s practices liability and contractual damages. Designer shall remain fully responsible and liable for any claims resulting from the negligence or intentional misconduct of Designer, its subcontractors, and their officials, agents and employees in performance of this contract, even if not covered by, or in excess of insurance limits.
 - b. Designer shall maintain in full force and effect professional liability insurance with a combined single limit of not less than \$2,000,000 for each claim, incident or occurrence, \$2,000,000 aggregate. This is to cover damages caused by error, omission or negligent acts related to Designer’s professional services to be provided to homeowners relating to the design. Designer shall remain fully liable for any deductible required under its professional liability errors and omissions policy if found to be negligent related to the professional services to be provided to homeowners relating to the design. Coverage must be in effect prior to the City’s publication of the design and Designer’s contact information as a courtesy on its online pre-approved ADU design library. Designer shall furnish proof of continuous “tail” coverage for 24 months after the cessation, if any, of Designer’s participation in the Pre-Approved ADU Program.
 - c. Commercial General Liability coverage shall name, by certificate and endorsement the City, its officers, agents, employees and volunteers as additional insureds with respect to Designer’s work or services provided under this contract.

- d. Designer shall provide proof of coverage required by acceptable Certificate of Insurance and signed Endorsement from the carrier(s). The Certificate and Endorsement shall provide that there will be no cancellation, termination, material change or reduction in limits of the insurance coverage without a minimum 30-day written notice to the City. The Certificate and Endorsement shall also state the deductible or self-insured retention level.
3. No Agency. Designer will not be an agent, officer, employee, or contractor of the City for any purpose. Neither the City or Designer by virtue of this Agreement, is a partner or joint venture with the other party in connection with the activities carried out under this Agreement.
4. Ownership of Design. The City shall not acquire any ownership rights to the design, and Designer will retain the copyright and any other rights to the design so that any homeowner who wishes to use the design must contract with Designer to do so.
5. Contract with Homeowner. If a homeowner contacts Designer seeking to use the design to build an ADU, Designer will be responsible for contracting with the homeowner. Any such homeowner will purchase the design directly from Designer. Designer will charge the homeowner the price listed on Designer's Pre-Approved ADU Plan Program application. Designer is not prohibited from charging the homeowner other fees related to the preparation or customization of the design for homeowner's use of the design.
6. Liability; Indemnification. The City will not be a party to any contract relating to the design which Designer may enter with a homeowner, contractor, builder, or any other individual or entity. The City will bear no responsibility or liability for the design, any contracts relating to the design, any projects involving the construction of an ADU based on the design, or any resulting structures. The City will not defend or indemnify Designer against any liability, claims, losses, demands, suits, fees, or judgments that may relate to or arise out of the design, any contracts relating to the design, any projects involving the construction of an ADU based on the design, or any resulting structures. Designer agrees that it is not an agent of the City and is not entitled to indemnification and defense under ORS 30.285 and ORS 30.287. Designer shall defend, indemnify, and hold the City, its officers, agents, employees and volunteers harmless against all liability, claims, losses, demands, suits, fees and judgments (collectively known as 'claims') that may be based on, or arise out of damage or injury (including death) to persons or property caused by or resulting from any act or omission sustained in connection with the design, any contracts relating to the design, any projects involving the construction of an ADU based on the design, any resulting structures, or any conditions created thereby, or based upon violation of any statute, ordinance, or regulation. This indemnification required shall not apply to claims caused by the sole negligence or willful misconduct of the City, its officers, agents, employees and volunteers.
7. Removal of Design from Program. The City may remove a design from the Pre-Approved Plan Program at any time if the City determines, in its sole and absolute discretion, that the design violates any applicable City policies. Under these circumstances, the City will provide a notice of removal to Designer and remove the design from the pre-approved ADU design library. Additionally, the City will remove a design from the Program if

Designer provides written notice to the City requesting removal. Should Designer provide such notice, the City will remove the design from the pre-approved ADU design library within ten (10) days of receipt of Designer's notice. Whether a design is removed from the Program at the City's discretion or pursuant to Designer's request for removal, the date on which City removes the design from the pre-approved ADU design library shall constitute the date of cessation of Designer's participation in the Pre-Approved ADU Program.

8. Discontinuance of Program. The City has the right to discontinue the Pre-Approved Plan Program at any time for any reason and without recourse by the Designer. In the event the City discontinues the Pre-Approved Plan Program, the date on which the pre-approved ADU design library is removed from the City's website shall constitute the date of cessation of Designer's participation in the Pre-Approved ADU Program.
9. No Assignment. Designer's rights, interests, and obligations under this Agreement shall not be assignable or transferable in any way, including by operation of law or change of control or merger, without the prior written consent of City, which consent may be withheld in City's sole, subjective discretion. City may rescind this Agreement if transferred or assigned by Designer without the prior written consent of the City.
10. No Third Party Beneficiaries. City and Designer are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
11. Waiver. City's failure to enforce a provision of this Agreement shall not constitute a continuing waiver, shall not constitute a relinquishment of City's right to performance in the future and shall not operate as a waiver of City's right to enforce any other provision of this Agreement.
12. Attorney Fees & Governing Law. In the event an action, suit or proceeding, including appeals, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for that party's own attorney fees, expenses, costs and disbursements for the action, suit, proceeding or appeal. The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any claim, action, suit, or proceeding between City and Designer arising from or relating to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County, Oregon, or, if the claim must be brought in a federal forum, the United States District Court for the District of Oregon. Designer hereby consents to *in personam* jurisdiction of said courts.
13. Merger Clause. This Agreement and attached exhibits constitute the entire Agreement between the Parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties. The waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Designer by signature of its authorized representative hereby acknowledges that he/she has read this Agreement/Agreement, understands it, and agrees to be bound by its terms and conditions.

- 14. Notices. Correspondence relating to the Pre-Approved ADU Plan Program shall be directed to the City's Middle Income Housing Coordinator.
- 15. Severability. If any provision of this Agreement is held illegal or unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions will not be impaired unless the illegal or unenforceable provision affects a significant right or responsibility, in which case the adversely affected party may request renegotiation of the agreement, and if negotiations fail, may terminate the agreement.
- 16. Amendments. The Parties may amend this Agreement by a written amendment properly executed by both Parties.

DESIGNER

Designer Business Name: _____

Designer Contact Name: _____

Signature: _____

Date: _____

CITY OF BEND, OREGON

City Representative Name: _____

City Representative Title: _____

Signature: _____

Date: _____