

ROAD IMPROVEMENT CONTRACT
Snow Road

HNS, INC., 63830 Industrial Lane, LaGrande, Oregon, 97850 ("HNS"), desires to improve a portion of the right of way of County Road No. 1347/ (Snow Road), by the placement of gravel for a portion the road. Umatilla County ("County") desires to facilitate this improvement to this road.

NOW THEREFORE it is hereby agreed between the parties to this agreement, HNS and County, as follows:

1. **Statement of Work:** During the term of this contract, HNS will have the authority to add gravel within the existing road width of County Road No. 1347 (Snow Road) for the portion between State Highway 320 to intersection with easement to gravel pit entrance, approximately 1.5 miles.
2. **Labor and Materials:** At HNS's expense, HNS will provide all labor, equipment and material for the addition and spreading of the gravel. All work will be done to the satisfaction of the Umatilla County Director of the Public Works. County will grade the road as time allows in its schedule. All materials and work product applied to the road right-of-way as a result of this contract become a part of this platted road.
3. **Traffic Control Devices:** HNS shall be responsible for providing traffic control and protective devices meeting the requirements of the MUTCD as required to allow the safe flow of traffic during the performance of any work.
4. **Consideration:** There is no monetary consideration paid under this contract to either party to this contract for this road improvement, except for the mutual benefit of the parties, including the use of the road by HNS.
5. **Employment Status:** HNS is an independent contractor and not an employee or officer of the County as defined in ORS 30.265. As such, HNS is responsible for obtaining and paying for its own liability and workers compensation insurance, if applicable. HNS further specifically agrees to comply with all State of Oregon and Federal laws regarding rates of pay and hours of work for its employees, if any.
6. **Compliance with Applicable Law:** HNS shall comply with all Federal, State and local laws and ordinances applicable to the use under this agreement.
7. **Indemnification:** HNS will defend, save and hold harmless the County, its Board, officers and employees from all claims, suits, or actions of whatever nature resulting from or arising out of the activities of HNS or his agents or employees pursuant to this agreement.

8. Termination: The responsibility and the authorization to maintain the ditches shall terminate and expire on November 30, 2020.

UMATILLA COUNTY

HNS INC.

Geary M. Dock

[Signature]

8/26/20
Date

8/20/20
Date

