

C.T. (Tommy) Overstreet  
County Commissioner  
Precinct 4

## POLK COUNTY

LIVINGSTON, TEXAS

(936) 327-6866  
Fax: (936) 327-6863

P.O. Box 2312  
Livingston, TX 77351

June 22, 2022

Commissioners Court  
Attn: Becky Marsh

Greg Hendrix has approached me about making improvements to the East end of Old Woodville road. He has offered to provide labor, equipment and material to complete this project. Mr. Hendrix is proposing to improve approximately 1500 feet of Old Woodville Road, they are proposing to rehab the sub grade and top with asphalt or chip and seal to County specifications at no cost to the County.

Please place this on the agenda for discussion and action, for the June 28, 2022, Commissioners Court meeting. ➤

Sincerely,

Tommy Overstreet  
Commissioner, Pct 4  
Polk County, Texas

Polk County Texas  
101 W. Church Street  
Livingston, TX 77351  
(936) 327-6813  
www.co.polk.tx.us

## Old Woodville Roads Upgrade Agreement

AGREEMENT, made this day of 2022, between Polk County Commissioner for Precinct 4 (hereinafter called the "Commissioner") and Greg Hendrix (hereinafter called "Hendrix").

WHEREAS, The Commissioner desires to improve and otherwise upgrade certain portions of Old Woodville Road (hereinafter called the "Road"); and

WHEREAS, Hendrix desires to assist the Commissioner in improving and otherwise upgrading certain portions of said Roads;

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

### ARTICLE I. ROADS

- a. ROADS. The term "Road" as used in this agreement refers to approximately 1500 feet at the east end of Old Woodville Road. All located entirely within Precinct 4 and in Polk County Texas.

### ARTICLE II. IMPROVEMENT/UPGRADE OF ROADS

- a. IMPROVEMENT/UPGRADE. The ROAD which is the subject of this agreement shall be improved and/or otherwise upgraded by HENDRIX, using commonly acceptable practices of the industry to Rehab the sub grade and top with asphalt or chip seal to county specifications.

HENDRIX shall use his own equipment, provide the labor and secure the materials necessary to complete the improvements/upgrades in accordance with the terms of this agreement. Hendrix will not seek any county materials, labor, or funds to complete this project.

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LAW. In the performance of the agreement, HENDRIX, his employees, designees or anyone acting at his direction, shall not violate any law, statute, municipal ordinance, governmental rule or regulation. Further, it is understood and agreed that Hendrix and his employees are not employees of the County and are operating as independent subcontractors.

- c. DAMAGE. HENDRIX agrees that he will not destroy, damage, alter, impair the structural integrity or lessen the market value of any premises or property not contemplated by this agreement. HENDRIX shall be responsible for the costs associated with repairing any destruction, damage, alteration or impairment of premises or property not contemplated by this agreement caused by HENDRIX, his employees, designees or anyone acting at his direction.

### ARTICLE III TERM

- a. TERM. The agreement term shall commence on 6-29-2022 at 8 AM PM and conclude on 6-29-2023 8 AM PM

CANCELLATION. The COMMISSIONER or HENDRIX may cancel the agreement, in writing, at any time before the 10th day preceding the commencement of the agreementU term.

### ARTICLE IV. REIMBURSEMENT

- a. REIMBURSEMENT. The COMMISSIONER shall not reimburse HENDRIX for the cost of this project.

### ARTICLE V. INSURANCE

INSURANCE. At all times during the term of the agreement and at HENDRIX's own expense, HE'NDRIX shall provide and keep in force comprehensive general liability insurance protecting HENDRIX and Polk County, as an additional insured, against bodily injury, death or property damage and contractual liability, in an amount of no less than \$1,000,000.

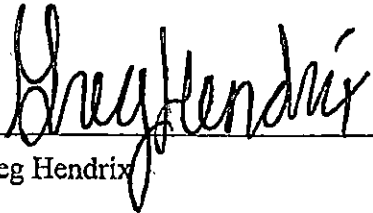
**ARTICLE VI.  
INDEMNIFICATION**

- b. **INDEMNIFICATION.** HENDRIX agrees to indemnify and hold harmless and defend Polk County and any of its officers, agents, servants and employees from any and all claims resulting and arising from injuries, including death, bodily injury, property damage or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this agreement.


**ARTICLE VII.**

- c. **SEVERABILITY.** Any clause, sentence, provision, paragraph or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal or ineffective.
- d. **VENUE.** It is contemplated that this Agreement shall be performed in Polk County, Texas and the venue and jurisdiction of any suit, right or cause of action arising out of or in connection with this agreement shall lie exclusively in Polk County, Texas.
- e. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between the COMMISSIONER and HENDRIX and supersedes all prior negotiations, representations or agreements, either written or oral. No official, employee, agent or representative of the county has any authority, either express or implied, to amend this contract, except pursuant to such express authority as may be granted by the county's Commissioners Court.
- f. **DISPUTES.** In the event of any dispute related to this agreement, the decision of the Polk county judge shall be final and binding on HENDRIX, subject to any civil remedy or determination otherwise available to HENDRIX.
- g. **ASSIGNMENT.** The obligations of HENDRIX under this agreement shall not be assigned without the approval in writing of the COMMISSIONER.
- h. **NON-WAIVER.** No waiver of any covenant or condition of this agreement by either party shall be deemed to imply or constitute a further waiver of the same covenant or condition or any other covenant or condition of this agreement.
- i. **FORCE MAJEURE.** The COMMISSIONER shall not be responsible for delays caused by "Acts of God", non-county governmental processing, national emergency or any other causes beyond his reasonable control.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and attested by their duly authorized representatives all as of the date.

  
\_\_\_\_\_  
Greg Hendrix

6-29-22  
date

  
\_\_\_\_\_  
Tommy Overstreet  
Commissioner, Pct 4  
Polk County, Texas  
P. O. Box 2312  
Livingston, TX 77351

6-29-22  
date