

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20⁰⁷

In the County Commission of said county, on the 10th day of July 20 07
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to ratify the Mid-Missouri Internet Crimes Task Force grant revisions as submitted.

Done this 10th day of July, 2007.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Kenneth M. Pearson
Kenneth M. Pearson
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 2007

In the County Commission of said county, on the

10th day of July 20 07

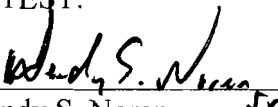
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment.

Department	Account	Department Name	Account Name	Decrease	Increase
2522	23050	DARE Program	Other Supplies		\$300
2522	37240	DARE Program	Registration/ Tuition		\$200

Done this 10th day of July, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

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STATE OF MISSOURI }
County of Boone } ea.

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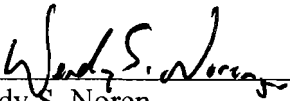
In the County Commission of said county, on the 10th day of July 20 07

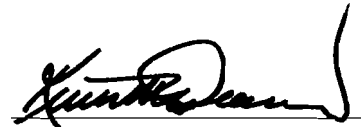
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby receive and accept minor plat " Godas' Leatherwood Center" and authorize the Presiding Commissioner to sign said plat.

Done this 10th day of July, 2007.

ATTEST:

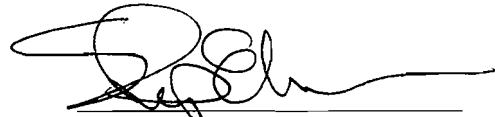

Wendy S. Noren
Clerk of the County Commission



Kenneth M. Pearson
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

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STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 2007

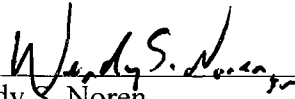
In the County Commission of said county, on the 10th day of July 20 07

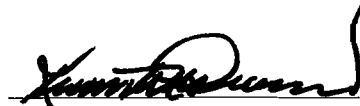
the following, among other proceedings, were had, viz:

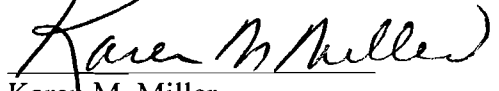
Now on this day the County Commission of the County of Boone does hereby award bid 44-28JUN07 – Chip and Seal Application to Missouri Petroleum Products, LLC. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.


Done this 10th day of July, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Missouri Petroleum Products Company, LLC** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

BID NUMBER 44-28JUN07
Chip and Seal Application
 Project No. 07-530
 BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes all road locations (443,195 estimated square yards) outlined in the bid package for a total contract amount of \$730,828.56.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

1. Introduction and General Terms and Conditions of Bidding
2. Primary Specifications
3. Response Presentation and Review
4. Response Form
5. Standard Terms and Conditions
6. Bidder's Qualifications
7. Performance/Labor and Material Bond Forms
8. Location Maps
9. Prevailing Wage Order No. 14

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

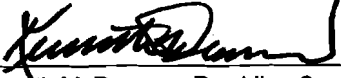
The Owner agrees to pay the Contractor in the amount:

Seven Hundred Thirty Thousand Eight Hundred Twenty Eight Dollars and Fifty Six Cents (\$730,828.56)

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on July 10, 2007 at
Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI

By: 
Kenneth M. Pearson, Presiding Commissioner

ATTEST:


Wendy Noren, County Clerk


CONTRACTOR: **Missouri Petroleum Products Company, LLC**

By: 
Authorized Representative Signature

By: Mark McCollough
Authorized Representative Printed Name

Title: Vice President

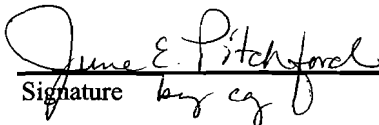
Approved as to Legal Form:


John Patton
Boone County Counselor

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.)

2040711100 - \$730,828.56 ✓


Signature *by e.g.*

7/2/07
Date

Appropriation Account

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

Missouri Petroleum Products Company LLC
1620 Woodson Road, St. Louis, MO 63114

as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02117 (617)357-9500 X41015

a Corporation, organized under the laws of the State of MA
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,
are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called
Owner, in the amount of Seven Hundred Thirty Thousand Eight Hundred Twenty Eight and 56/100 Dollars,
for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors and assigns jointly and severally, firmly by these presents:

*(\$730,828.56)

WHEREAS, Contractor has, by written agreement dated July 10, 2007 entered into a
Contract with Owner for:

**BID NUMBER 44-28JUN07
Chip and Seal Application
BOONE COUNTY, MISSOURI**

in accordance with specifications prepared by the County of Boone Purchasing Department,
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor
shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing
hourly wages and comply with all prevailing wage requirements as provided by such Contract and
applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the
Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the
default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

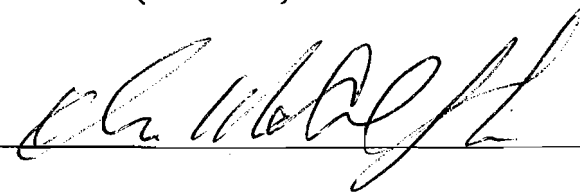
IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Kansas City, MO, on this 12th day of July, 2007.

Missouri Petroleum Products Company LLC

(Contractor)

(SEAL)

BY:

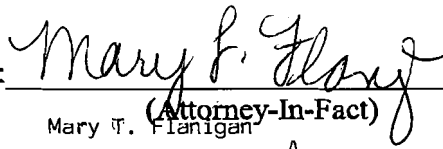


Liberty Mutual Insurance Company

(Surety Company)

(SEAL)

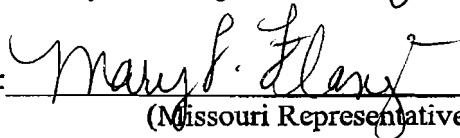
BY:



(Attorney-In-Fact)

Mary T. Flanigan

BY:



(Missouri Representative)

Mary T. Flanigan

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint DAVID M. LOCKTON, PATRICK T. PRIBYL, MELISSA D. EVANS, DEBRA J. SCARBOROUGH, MARY T. FLANIGAN, CHRISTY M. MCCART, CLAUDIA MANDATO, CLIFFORD B. YOUNG, PATRICK T. MOUGHAN, RONALD J. LOCKTON, CAROLYN VAN HAAREN, LAURA E. COON, JEFFREY C. CAREY, KERRY A. MARVEL, JOE PRYOR, ALL OF THE CITY OF KANSAS CITY, STATE OF MISSOURI

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FIFTY MILLION AND 00/100 DOLLARS (\$ 50,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 27th day of March, 2007.

LIBERTY MUTUAL INSURANCE COMPANY

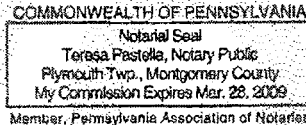
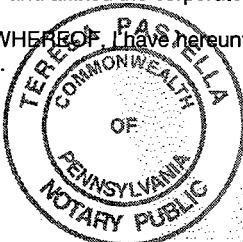
By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 27th day of March, 2007, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this JUL 12 2007 day of



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residential value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, Missouri Petroleum Products Company LLC, 1620 Woodson Road, St. Louis, MO 63114,

as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company 175 Berkeley Street, Boston, MA 02117 (617)357-9500 X41015

a corporation organized under the laws of the State of MA, and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Oblige, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

Seven Hundred Thirty Thousand, Eight Hundred Twenty Eight and 56/100 DOLLARS

(\$ 730,828.56), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated July 10, 2007 entered into a contract with Owner for

**BID NUMBER 44-28JUN07
Chip and Seal Application
BOONE COUNTY, MISSOURI**

in accordance with specifications prepared by the County of Boone which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

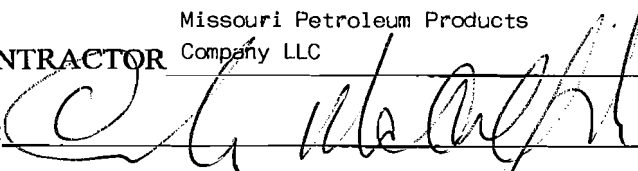
 2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

 3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Kansas City, MO on this 12th day of July 2007.


Missouri Petroleum Products
Company LLC

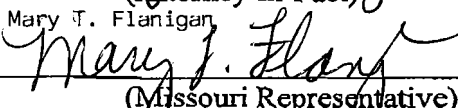
CONTRACTOR _____ (SEAL)

BY:  _____

Liberty Mutual Insurance Company

SURETY COMPANY _____

BY:  _____
(Attorney-In-Fact)

BY:  _____
Mary J. Flanigan
(Missouri Representative) Mary J. Flanigan

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint DAVID M. LOCKTON, PATRICK T. PRIBYL, MELISSA D. EVANS, DEBRA J. SCARBOROUGH, MARY T. FLANIGAN, CHRISTY M. MCCART, CLAUDIA MANDATO, CLIFFORD B. YOUNG, PATRICK T. MOUGHAN, RONALD J. LOCKTON, CAROLYN VAN HAAREN, LAURA E. COON, JEFFREY C. CAREY, KERRY A. MARVEL, JOE PRYOR, ALL OF THE CITY OF KANSAS CITY, STATE OF MISSOURI.....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FIFTY MILLION AND 00/100***** DOLLARS (\$ 50,000,000.00*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 27th day of March, 2007.

LIBERTY MUTUAL INSURANCE COMPANY

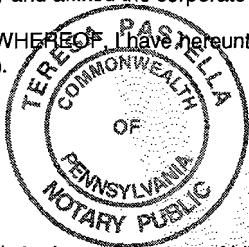


By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 27th day of March, 2007, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2009
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

JUL 12 2007

TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this day of



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residential value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

summary recap of the award. Notification will be by mail only, except to awarded Bidder.

- 3.2.3. The County's Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at www.showmeboone.com. View information under *Purchasing*.
- 3.2.4. If you have obtained this bid document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office or web page prior to submitting your bid to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our vendor list for this bid.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for our use.
- 5.3. **Endurance of Pricing** - Bidder's pricing must be held until award or 60 days, whichever comes first.
- 3.5.4. **Award**: Award will be made to the lowest, responsible bidder meeting specifications, who presents the product or service that is in the best interest of Boone County.
- 3.5.5. Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.
- 4. **Bid Form** - Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number and the due date and time.

- 4.1. Company Name: Missouri Petroleum Products Company LLC
- 4.2. Address: 1620 Woodson Road
- 4.3. City/Zip: St. Louis, MO 63114
- 4.4. Phone Number: (314) 991-2180
- 4.5. Fax Number: (314) 991-4037
- 4.6. Federal Tax ID: 43-1845744
- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

CHIP & SEAL

BID FORM – Page 1

4.7. ROAD LOCATION (See Attached Locations Maps)	Estimated S.Y.
Palis Nichols – Rt. M – End of Pavement	11,000
Liberty Lane – Palis Nichols – City	11,350
Clellie Harmon – Rt. DD – Ashland City Limit	18,700
Englewood – End of MoDot – End of Pavement	15,283
Olivet Road – Rt. W W – New Haven Road	12,956
St. Charles Road – Rt. Z – Bridge (East)	40,333
Mexico Gravel – Rt. PP – Rt. Z	27,622
Kircher Road – Rt. PP – Mt. Hope	14,667
O'Rear Road – Brown Station – End of Pavement	16,867
Brown Station Dr. – O'Rear – Spiva Crossing	2,444
Frink Road – Hwy 124 – Kemper	13,444
Kemper – Frink – Rt. B	4,644
Peabody Road – Hwy 63 N. – End of Pavement (East)	11,733
Akeman Bridge Road – Rt. V – Wade School	6,600
Akeman Bridge Road – Wade School – O'Neal	13,444
Wade School Road – Akeman Bridge – Mauller	13,689
Mauller Road – Creasy Springs – Rt. V	9,289
Mauller Road – Rt. V – End of Pavement	2,689
Old Mill Creek – City Limit – Bridge	12,222
Smith Hatchery – Old Plank – W. Dothage	21,607
Doziers Station Road – Outer Road – End of Pavement	7,111
Serinity Circle – Doziers Station – End of Pavement	1,589
Scott Blvd – Bridge South of MKT Trail – Rt. KK.	30,700
Vawter School Road – Last 200' @ Scott Blvd intersection	900
Bethel Church Road – Waltz Lane – Rt. K	2,078
Pin Oak Blvd – St. Charles Road – Locust Grove .	6,111
Locust Grove – Golf Blvd. – Lake of the Woods	2,200
Golf Blvd. – St. Charles Road – Locust Grove	6,300
Gretchen Drive – Lakeland Acres Subdivision	1,222
Sarah Ann – Lakeland Acres Subdivision	889
Molly Lane – Lakeland Acres Subdivision	3,667
Linda Lane – Lakeland Acres Subdivision	4,367
Lakeland Drive – Lakeland Acres Subdivision	4,300
Wellington – Mexico Gravel – End of Pavement	9,333
Mary Ann Circle – Rt. PP – End of Pavement	3,178
Sharidan Blvd. – Rt. HH – Concrete Section	1,867
La Porte – Heller Dr. – Concrete Section	1,389
Heller Drive – Sharidan Blvd. – La Porte	694
Moberly / Cunningham – Bon Gor Subdivision	8,600

**CHIP & SEAL
BID FORM – Page 2**

ROAD LOCATION (See Attached Locations Maps)	Estimated S.Y.
Timothy Ct. – Bon Gor Subdivision	1,300
Michael Ct. – Bon Gor Subdivision	1,011
Bon Gor Ct. – Bon Gor Subdivision	667
River Oaks Road – Rt. U – End of Pavement	6,133
Old Field Road – Country Farms Subdivision	7,084
Vineyard Way – Country Farms Subdivision	4,302
Arbor Way – Country Farms Subdivision	3,544
Harvest Road – Country Farms Subdivision	3,178
Bethel Lane – Walnut Brook Subdivision	2,444
Brookside Lane – Walnut Brook Subdivision	1,589
Hilltop Drive – Walnut Brook Subdivision	1,467
Walz Drive – Bethel Church – End of Pavement	1,750
Vermillion – Cedar Brook Subdivision	889
Brookhaven Court – Cedar Brook Subdivision	1,044
Brookaven Drive – Cedar Brook Subdivision	1,567
Boris Drive – Cedar Brook Subdivision	1,306
Amos Drive – Cedar Brook Subdivision	5,509
Brock Rogers – Ponderosa – End of Pavement	12,533
Joan Court – Brock Rogers – End of Pavement	1,333
S. Cowan - Ponderosa – S. Cowan Loop	7,467
TOTAL ESTIMATED SQUARE YARDS	443,195 (33.65 miles)
COST PER SQUARE YARD	\$ 1.649
TOTAL COST	\$ 730,828.56

4.8. Prompt Payment Discount: n/a %; Net _____ Days

4.9. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order.

4.10.1. Authorized Representative (Sign By Hand):

Date: 6/27/07

4.10.2. Type or Print Signed Name:

Mark McCollough

STATEMENT OF BIDDERS QUALIFICATIONS

Each bidder for the work included in the specifications and drawings and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of bidder: Missouri Petroleum Products Company LLC
2. Business address: 1620 Woodson Road
St. Louis, MO 63114
3. When organized: 1950
4. When incorporated: 1980
5. If not incorporated, state type of business and provide your federal tax identification number: _____
6. Number of years engaged in contracting business under present firm name:
69 years
7. If you have done business under different name, please give name and location:
n/a
8. Percent (%) of work done by own staff:
100%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?:
No.
10. Have you ever defaulted on a contract?:
No.
11. List of contracts completed within last four years, including value of each:
See attached lists
12. List of projects currently in progress:
* Attach additional sheets as necessary *
City of Florissant Slurry
St. Louis County Chipseal

REFERENCES:

2006 Micro Surfacing Jobs Completed

<u>Site</u>	<u>Address</u>	<u>Representative</u>	<u>Size</u>
City of Houston Project 2004-PF-35	601 S. Grand Houston, MO 65483	Bill Bates 417-967-3348	36,000 sy
St. Louis County Project AR-1147	121 S Meramec St. Louis, MO 63105	Art Lampe 314-615-8504	195,308 sy double
City of Moberly Project 020-06	101 W. Reed Street Moberly, MO 65270	Tom Sanders 660-263-4420	103,500 sy
City of Chesterfield	690 Chesterfield Pkwy W Chesterfield, MO 63017	Mike Lambert 636-537-4759	33,992 sy
City of Town & Country	1011 Municipal Ctr Drive Town & Country, MO 63131	Doug Hopkins 314-432-6606	14,300 sy double
City of Clayton Project PW 2006-07	10 N. Bemiston Clayton, MO 63105	Gary Scheipeter 314-290-8550	78,759 sy

REFERENCES:**2005 Micro Surfacing Jobs Completed**

Site	Owner/Address	Representative	Size
St. Louis County Var. County Roads Proj. No. CR-1108	St. Louis County Div. Of Hwys 121 S. Meramec St. Louis, MO 63105	Jerry Harris 615-1150	289,408 Sq. Yds.
Howell/Oregon Co.'s Rte. 63, Bus. Rt. 63 & Rt. 160, Job No.'s J9P0517 & J9M0055	Missouri D.O.T. P.O. Box 345 Willow Springs, MO 65793	Phill Knott 417/469-2589	416,462 Sq. Yds.
City Streets Ballwin, MO	City of Ballwin, MO 200 Park Drive Ballwin, MO 63011	Gary Kramer 636/227-9000	22,418 Sq. Yds.
City Streets City of Town and Country, MO	City of Town & Country 1011 Municipal Center Dr. Town & Country, MO 63131	Dan Fauke 432-6606	97,900 Sq. Yds. (Micro) 49,000 Sq. Yds. (Slurry)
Various Streets Madison County Collinsville	Collinsville Twnship Rd/Bridge 1407 N. Bluff Road Collinsville, IL 62234	Larry Trucano 618/344-0013	37,722 Sq. Yds.
Var. Village Streets Bel-Ridge, MO	Village of Bel-Ridge 8842 Natural Bridge Rd. Bel-Ridge, MO 63121	Greg Hunn 429-2878	17,538 Sq. Yds.
York Woods Subd. Hwy. 40 & McKnight	Owner: Trustees of York Woods Subdivision Prime Contractor: N.B. West Contracting	Larry West West Contracting 962-3145	27,000 Sq. Yds.
Village Streets Glen Carbon, IL	Village of Glen Carbon, IL 151 No. Main Street Glen Carbon, IL 62034	Robert Massa 618/659-0900	49,974 Sq. Yds.
Village Streets Maryville, IL	Village of Maryville, IL 2520 N. Center Street Maryville, IL 62062	Robert Massa 618/659-0900	10,950 Sq. Yds.
Var. City Streets Hannibal, MO	City of Hannibal 320 Broadway Hannibal, MO 63401	Jim Burns 573/221-0111	25,052 Sq. Yds.

2004 Micro Surfacing Jobs Completed

Site	Owner/Address	Representative	Size
St. Louis County Var. County Roads Proj. No. CR-1090	St. Louis County Div. Of Hwys 121 S. Meramec St. Louis, MO 63105	Gerry Harris 615-1150	505,087 Sq. Yds.
Schuyler Co., MO Job No. J2P0731 Route 63	Missouri D.O.T. Kirksville Proj. Ofc. P.O. Box 8 Kirksville, MO 63501	Philip Sandifer 660/785-2470	174,343 Sq. Yds.
Shelby & Marion Co.'s Job No. J3P0694 Route 36	Missouri D.O.T. Hannibal Proj. Ofc. P.O. Box 1067 Hannibal, MO 63401	Macy Rodenbaugh 573/248-2441	426,356 Sq. Yds.
Forsyth & North Meramec Proj. PW-2003-07	City of Clayton, MO 10 North Bemiston Ave. Clayton, Missouri 63105	Gary Scheipeter 290-8550	71,000 Sq. Yds.
Various Residential & Commercial Streets in Clayton	City of Clayton, MO 10 North Bemiston Ave. Clayton, Missouri 63105	Gary Scheipeter 290-8550	(Res) 82,095 Sq. Yds (Com) 49,014 Sq. Yds.
City Streets Richmond Hghts	City of Richmond Hghts 1330 S. Big Bend Blvd. Richmond Hghts, MO 63117	Bruce Murray 645-0404	43,385 Sq. Yds.
City Streets Ballwin, MO	City of Ballwin, MO 200 Park Drive Ballwin, MO 63011	Gary Kramer 636/227-9000	30,117 Sq. Yds.
Pardee Road Crestwood	City of Crestwood, MO One Detjen Drive Crestwood, MO 63126	Craig J. Wilde 729-4735	23,120 Sq. Yds.
Various Streets Village of Glen Carbon, IL	Village of Glen Carbon 151 No. Main Street Glen Carbon, IL 62034	Tom Sedlacek 618/288-1200	66,407 Sq. Yds.
Various Streets Village of Maryville IL	Village of Maryville 2520 N. Center Street Maryville, IL 62062	Larry Gulledege 618/345-7027	15,100 Sq. Yds.
Arterial Roads In St. Louis County AR 1089	St. Louis County Div. Of Hwys. 121 S. Meramec St. Louis, MO 63105	Gerry Harris 615-1150	65,594 Sq. Yds.

(Sub for Micro-
Surfacing, Inc.)

2003 Micro Surfacing Jobs Completed

Site	Owner/Address	Representative	Size
St. Louis County Var. County Roads Proj. CR-1050	St. Louis County Div. Of Hwys 121 S. Meramec St. Louis, MO 63105	Carl Sexauer 615-1150	393,705 Sq. Yds.
City of Normandy Var. City Streets Proj. 2003-PW-02-A	City of Normandy 7700 Natural Bridge Rd. Normandy, MO 63121	Rodney Jarrett 524-8655	32,995 Sq. Yds.
City of Clayton Var. City Streets Proj. PW-2003-06	City of Clayton, MO 10 N. Bemiston Avenue Clayton, MO 63105	Gary Scheipeter 290-8550	63,421 Sq. Yds.
St. Charles Co. Foristell and Osage Ridge Roads Proj. 2-2003	St. Charles Co. Hwy 201 No. Second St. St. Charles, MO 63301	Richard Pieper (636) 949-7305	2.40 Miles
City of Crestwood Var. City Streets 2003 Program	City of Crestwood Government Center #1 Detjen Drive Crestwood, MO 63126	John P. Kohler 729-4720	40,801 Sq. Yds.
Cole, Callaway & Camden Counties Job No. J5P0795B	Mo. Dept. of Transp. Columbia Proj. Ofc. 511 Conley Road Columbia, MO 65201	Bert Maddox (573) 884-4750	269,016 Sq. Yds.
Boone, Cooper & Pettis Counties Job No. J5P0795C	Mo. Dept. of Transp. Columbia Proj. Ofc. 511 Conley Road Columbia, MO 65201	Bert Maddox (573) 884-4750	364,437 Sq. Yds.
Glen Carbon, IL 2003 Micro Program	Village of Glen Carbon 151 No. Main Street Glen Carbon, IL 62034	T. Sedlacek (618) 288-1200	61,140 Sq. Yds.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Missouri Petroleum Products Company LLC
1620 Woodson Road St. Louis, MO 63114

as Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company
175 Berkeley Street Boston, MA 02117

a corporation duly organized under the laws of the State of MA
as Surety, hereinafter called the Surety, are held and firmly bound unto Boone County, MO
601 E. Walnut Columbia, MO 65201

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Project No. 44-28JUN07/07-530, Chip & Seal Application

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 28th day of June, 2007

Laura R. Lentz
(Witness)

Missouri Petroleum Products Company LLC
[Signature] (Principal) (Seal)
[Signature] (Title)

[Signature]
(Witness)

Liberty Mutual Insurance Company
[Signature] (Surety) (Seal)
[Signature] (Title)

Mary T. Flanigan, Attorney-in-fact
Surety Phone No. 617-357-9500

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint DAVID M. LOCKTON, PATRICK T. PRIBYL, MELISSA D. EVANS, DEBRA J. SCARBOROUGH, MARY T. FLANIGAN, CHRISTY M. MCCART, CLAUDIA MANDATO, CLIFFORD B. YOUNG, PATRICK T. MOUGHAN, RONALD J. LOCKTON, CAROLYN VAN HAAREN, LAURA E. COON, JEFFREY C. CAREY, KERRY A. MARVEL, JOE PRYOR, ALL OF THE CITY OF KANSAS CITY, STATE OF MISSOURI.....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FIFTY MILLION AND 00/100***** DOLLARS (\$ 50,000,000.00*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 27th day of March 2007

LIBERTY MUTUAL INSURANCE COMPANY

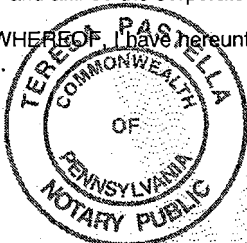
By Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY



On this 27th day of March, 2007, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2009
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this JUN 28 2007 day of



By David M. Carey, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

currency rate, interest rate or residual value guarantees.

Certificate of Insurance

This certificate is issued as a matter of information only and confers no rights upon you the certificate holder. This certificate is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed below.

This is to certify that (Name and address of Insured)

MISSOURI PETROLEUM PRODUCTS COMPANY, LLC
 1620 WOODSON RD
 ST LOUIS, MO 63114-6179



is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

Expiration Type	Eff./Exp. Date(s)	Policy Number(s)	Limits of Liability	
			Coverage afforded under WC law of the following states:	Employers Liability
<input type="checkbox"/> Continuous* <input type="checkbox"/> Extended <input checked="" type="checkbox"/> Policy Term	03/31/2007 / 03/31/2008	WC7-141-431768-917	AR, IL, KS, LA, MO, OK, PA, TX	Bodily Injury By Accident \$1,000,000 Each Accident
Workers Compensation				Bodily Injury By Disease \$1,000,000 Policy Limit
General Liability			General Aggregate-Other than Prod/Completed Operations	
<input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence	03/31/2007 / 03/31/2008	TB2-141-431768-927	\$2,000,000	
Retro Date			Products/Completed Operations Aggregate	
			Bodily Injury and Property Damage Liability	Per Occurrence
			\$1,000,000	
			Personal and Advertising Injury	Per Person / Organization
			\$1,000,000	
			Other Liability	Other Liability
Automobile Liability			Each Accident - Single Limit - B. I. and P. D. Combined	
<input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Non-Owned <input checked="" type="checkbox"/> Hired	03/31/2007 / 03/31/2008	AS2-141-431768-937	\$1,000,000	
			Each Person	
			Each Accident or Occurrence	
			Each Accident or Occurrence	

COMMENTS
 GENERAL LIABILITY INCLUDES XCU, SEVERABILITY OF INTEREST, CONTRACTUAL LIABILITY AND PER PROJECT AGGREGATE APPLIES. -- BOONE COUNTY, MISSOURI ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES IS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY POLICY.

Notice of cancellation: (not applicable unless a number of days is entered below) . Before the stated expiration date the company will not cancel or reduce the insurance afforded under the above policies until at least 60 days notice of such cancellation has been mailed to:

Office: ST. LOUIS, MO Phone: 314-843-0600

Certificate Holder:

BOONE COUNTY, MISSOURI
 601 E WALNUT RM 209
 COLUMBIA, MO 65201

LAURA RUDOLPH

Authorized Representative