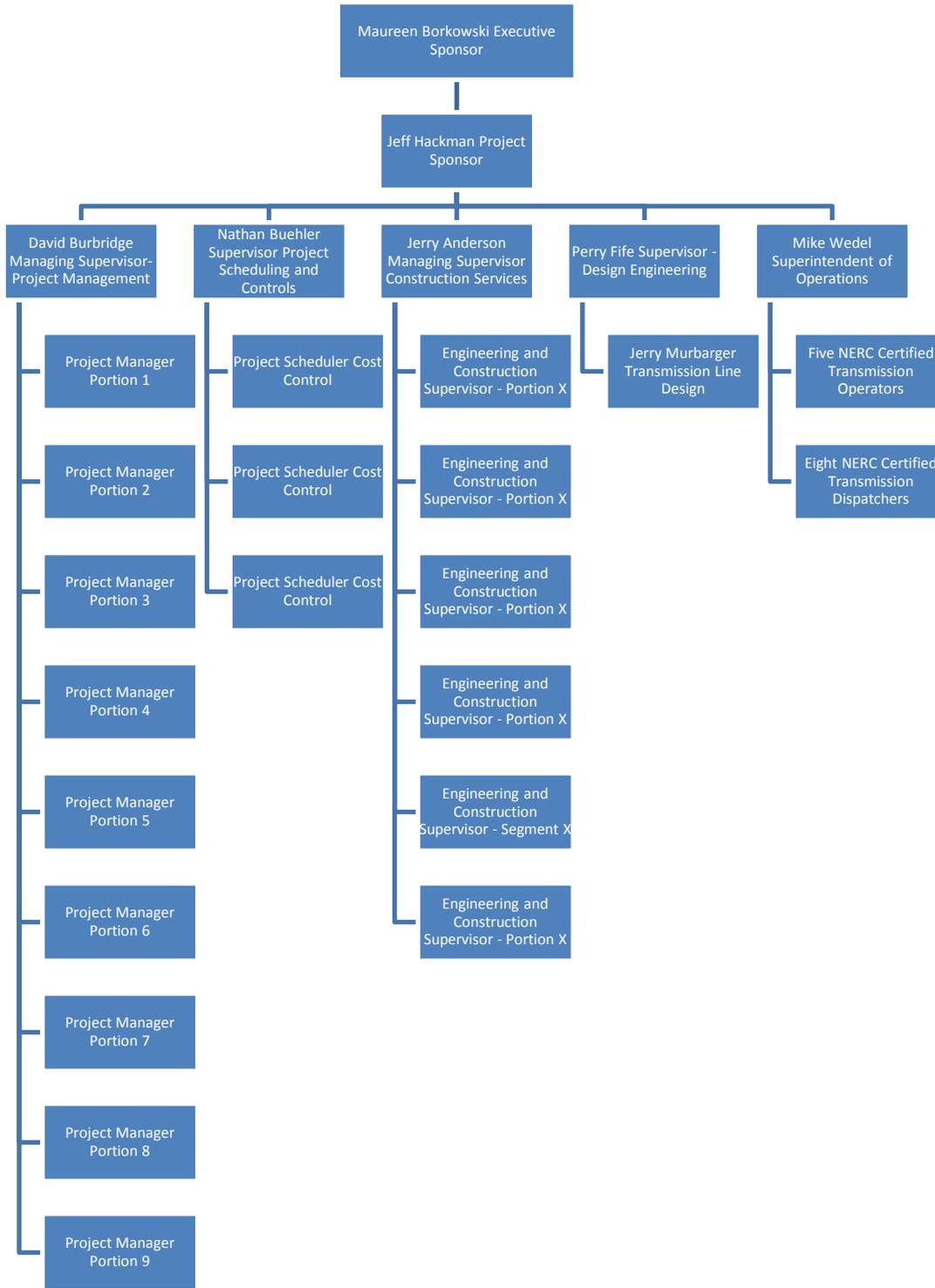


Illinois Rivers Project - Project Management Organizational Chart



AMEREN SERVICES COMPANY

PURCHASE ORDER

AGENT FOR AMEREN CORPORATION,
ITS SUBSIDIARIES AND AFFILIATES
ST. LOUIS, MO.

PO DATE
13-JUL-2012
SUPPLIER: POWER INC
United States

ORDER INSTRUCTIONS

1. ACKNOWLEDGE ORDER WITH PRICE AND SHIP DATES.
2. IF THIS PO CANNOT BE FILLED BY YOU, THEN RETURN OR REJECT IT.
DO NOT FORWARD PO TO ANOTHER SUPPLIER OR ENTITY TO FILL.
AMEREN CAN ONLY ISSUE PAYMENT TO SUPPLIER LISTED ON THIS PO.
3. BILLING PURCHASE ORDER NUMBER AND STOCK NUMBER MUST
APPEAR ON ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE.
4. THE TERMS & CONDITIONS FOLLOWING THE ACKNOWLEDGEMENT
SECTION OF THIS ORDER SHALL APPLY; IF NONE APPEAR, TERMS &
CONDITIONS CONTAINED IN ORIGINAL REFERENCED CONTRACT SHALL
APPLY.
5. ALL PRICES AND AMOUNTS ON THIS ORDER ARE EXPRESSED IN USD.
SHIP TO: PO# 5 BILL TO: AMEREN CO Expense Report Processing
ACCOUNTS PAYABLE SECTION
P O BOX 66892
ST LOUIS,MO 63166-6892

Ameren Requestor: MANY
TAX ID:

PAYMENT TERMS
NET 30
PRIORITY FOB/FREIGHT TERMS
DESTINATION/ Collect
Shipment
SHIP VIA TAX INFO
EXEMPT
LIEN WAIVER REQD
Yes

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B - Ameren Supplier Billing Instructions

C- Milestone Payment Schedule

XXXX-AMEREN
MASTER GENERAL CONDITIONS OF CONTRACT
EFFECTIVE 11/30/2011 - 11/30/2015

These Master General Conditions of Contract, when and as incorporated in a Contract ("Agreement"), are by and between Ameren (as defined in Article 1.00 hereof) and one or more of the following businesses of Contractor (as defined in Article 1.00 hereof):

XXXXX Inc.;

These Master General Conditions of Contract shall be effective for purchases of Equipment by Ameren from Contractor and for Work performed by Contractor with an aggregate Contract Price of \$5,000,000.00 or less which are performed by Contractor from November 18, 2011 through November 30, 2015. These Master General Conditions of Contract shall not be used for: (i) Work to be performed at Ameren's Callaway Nuclear Power Plant, or (ii) environmental abatement or remediation projects.

GENERAL CONDITIONS OF CONTRACT - CONSTRUCTION

1.00 DEFINITIONS

- a) "Ameren" means the Ameren Corporation entity identified in the Contract, and its agents, employees, representatives, successors, and assigns. "Ameren", "Purchaser", "Owner", and "Buyer", if used in the Contract Documents, are considered synonymous and refer to Ameren.
- b) "Ameren Engineer" means the Engineer appointed by Ameren to represent Ameren as specified from time to time by Ameren who may be employed by Ameren or who may be employed by others.
- c) "Application for Payment" means the application for payment submitted by Contractor pursuant to the terms of the Contract for payments due to Contractor for Work performed, which application shall be in a form prescribed by Ameren.
- d) "Confidential Information" means any and all data, documentation, methods, processes, materials, and all other information relating to the past, present, and future business of a Party in connection with the Work, provided that written information or material is clearly marked in a conspicuous place as "Confidential" or "Proprietary" (or words of similar import) and that oral or visual information or is within thirty (30) days of such oral or visual disclosure confirmed in writing as confidential. Confidential Information also includes all information owned by customers, or other third parties to whom a Party owes an obligation of confidentiality. Confidential Information does not include any information that is: (i) publicly available or becomes publicly available through no breach of the Contract Documents by a receiving Party, its contractors, Subcontractors or their employees; (ii) information that a Party can show, by written records, was known by the Receiving Party prior to the date of the Contract; (iii) disclosed to the receiving Party by a third party that has the right to

make such disclosure; (iv) is independently developed by the receiving Party; or (v) is required to be disclosed by law or by any applicable regulatory authority to whose jurisdiction the receiving Party is subject, in which case the receiving Party will promptly notify the disclosing Party prior to making such disclosure so as to allow the disclosing Party the opportunity to protect against such disclosure, at its sole expense and cost.

e) "Contract" means, collectively, the Contract or Purchase Order to which this Attachment is attached or incorporated and all of the Contract Documents.

f) "Contract Documents" means the Contract, including all Attachments, forms, schedules and/or addenda attached thereto, issued pursuant to, or incorporated therein, all plans, drawings and Specifications issued by Ameren or by Contractor and mutually agreed by them, these General Conditions of Contract, the Supplemental General Conditions of Contract (if applicable) and all other documents identified in the Contract or Ameren's Purchase Order as included in the Contract Documents. The terms, conditions and provisions of the Contract Documents constitute the Contract.

g) "Contractor" means the entity identified in the Contract, and its agents, employees and authorized representatives, undertaking the performance of the Work.

h) "Contract Price" means the fee to be paid by Ameren to Contractor for the Work in conformance with the Contract Documents. Unless otherwise provided in writing, Contract Price shall cover in full the cost of the Work, including all materials, equipment, labor, and Contractor's overhead and profit.

i) "Day" means a calendar Day commencing at 12:00 a.m.

j) "Defective" or "Defect" means the Work or any portion thereof, not conforming to the requirements of the Contract Documents

k) "Dispute" means any disagreement between Ameren and Contractor regarding the interpretation or implementation of the Contract or the Contract Documents or a claim by either Party arising from the Project

l) "Environmental Laws" means any and all Permits and all applicable codes, Laws, rules, and regulations relating to actual or potential effect on: human health, safety, or the environment; the disposal of materials; the discharge or release of chemicals, gases, or other substances or materials into the environment; or the presence of such materials, chemicals, gases, or other substances

m) "Equipment" means equipment or parts furnished by Contractor pursuant to a Contract, except that Equipment shall not include parts covered under the XXXX Inventory Program.

n) "Extra Work" means Work beyond the original scope of Work specified or implied in the Contract Documents.

- o) "Extra Work Order" or "EWO" means a written authorization to perform Extra Work signed by the SPOC prior to the performance of such Extra Work, which EWO shall be in such form as may be prescribed by Ameren.
- p) "Final Acceptance" means that Ameren has agreed that the Work has achieved Final Completion, as evidenced by the issuance of a Certificate of Final Completion or otherwise, according to the provisions of subsection 8.02.
- q) "Final Completion" means the Work has progressed to the point where it is one hundred percent (100%) complete, in accordance with the Contract Documents.
- r) "Final Payment" shall mean the last payment made from Ameren to Contractor upon Contractor's submission of its final Application for Payment.
- s) "Force Majeure" shall have the meaning set forth in Section 3.08.
- t) "Governmental Authorities" means any department, commission, board, regulatory authority, bureau, legislative body, agency, political subdivision or instrumentality, and their successors, of any federal, state, local, or municipal government that now or hereafter exercise regulatory authority over the Premises or the Work.
- u) "Key Personnel" are Persons to be used by the Contractor in performance of the Work as defined in the Contract Documents and may include, as reasonably required by Ameren as necessary for the Project, a Project Manager, Construction Supervisor, Safety Manager, Scheduler and/or Environmental Supervisor.
- v) Law or Laws means: (1) all applicable federal, state, and local Laws, treaties, ordinances, codes, rules and regulations, judgments, decrees, injunctions, writs and orders of any court, arbitrator or Governmental Authority; (2) all applicable and generally recognized building and safety standards governing performance of the Work; and (3) all applicable Environmental Laws and applicable Permits.
- w) "Liens" means any mortgage, lien, pledge, claim, charge, lease, easement, servitude, right of others, security interest, or encumbrance of any kind, including any Mechanics Lien.
- x) "Limited Notice to Proceed" means a Notice provided by Ameren to Contractor authorizing a specific portion of the Work to begin, but not the Work in its entirety.
- y) "Mechanics Lien" means any Lien arising pursuant to any statutory or equitable right permitting mechanics, carriers, warehousemen, materialmen, artisans, and laborers to place a Lien against the Premises or the Project, as the case may be, for the value of labor bestowed in connection therewith and/or materials furnished thereto.

z) Non-Public Market Information means information related to the electric energy and power business including, but not limited to, information regarding sales, cost of production, generator outages, generator heat rates, unconsummated transactions, or historical generator volumes.

aa) "Notice to Proceed" means a written Notice by Ameren to Contractor releasing Contractor to perform the entire scope of Work.

bb) "Notice" shall have the meaning set forth in Section 8.03.

cc) "Party" shall mean either Ameren or Contractor, singly, and "Parties" shall mean both of them, jointly.

dd) "Permits" means all permits, licenses, approved plans, contracts, filings, authorizations, approvals, easements or rights-of-way required by or entered into with any Governmental Agency in connection with the proper conduct and performance of the Work, including all building permits, contractor's licenses, zoning and land use permits, environmental permits, conditional use permits, and all necessary licenses, authorizations, approvals, and permits obtained from any Governmental Agency.

ff) "Premises" means areas, including, but not limited to, all of Ameren's property, including Ameren's parking lots, the Site where the Work is performed, and all other places where materials, construction equipment, tools or other facilities required for the performance of the Work are located or stored.

gg) "Project" means the total construction of which the Work performed under the Contract Documents, which may be the whole or a part, and which may include construction by Ameren or separate contractors.

hh) "Project Schedule" means a chronological breakdown of all major activities to be performed by Contractor connected with the Work, which, if provided in the Contract Documents, may include design and construction of the Project including installation and start up. The approved Project Schedule shall be the official and final schedule which is to be used for the calculation of liquidated damages, if any.

ii) "Single Point of Contact" or "SPOC" - means the Ameren representative designated as the sole liaison between the Contractor and Ameren. This may be a Construction Supervisor, Project Manager, or other agent or employee of Ameren. Contractors may only take direction from the SPOC for a Project unless otherwise provided, in writing, by the SPOC.

jj) "Site" means the area specified in the Contract for the Project and the area made available for the Contractor's operation.

kk) "Status Report" means the written report prepared by Contractor pursuant to Section 3.06(b) and delivered to Ameren monthly (or weekly as may be reasonably requested by Ameren due to outage or other concerns), by the tenth (10th) Day of each month, of the progress of the Work during

the preceding month and on all other matters requested by Ameren, in writing, to be included in the Status Report.

ll) "Subcontractor" means any individual, partnership, firm, corporation or business entity, other than an employee of the Contractor, who contracts or agrees with Contractor (or another Subcontractor thereof any tier) to furnish any services, labor, materials or equipment for or in connection with the performance of the Work.

mm) "Substantial Completion" means the Work has progressed to the point where it is substantially complete, in accordance with the Contract Documents, which shall be evidenced by the issuance by Ameren of a definitive Certificate of Substantial Completion.

nn) "Technical Services" means technical advisory services performed by Power Inc in its capacity as Contractor. The Contractor's Technical Services Representative ("Representative") shall act in an advisory capacity to Ameren's personnel during the scheduled time period/as required by the Contract Documents. Notwithstanding anything to the contrary therein, the Representative is not authorized to supervise any personnel, operations or other business activities, nor is the Representative authorized to operate any machinery or equipment. Unless otherwise specified in the Contract Documents, the responsibilities of the Representative are limited to advising and consulting in accordance with the provisions of this proposal/contract. Unless otherwise specified in the Contract Documents, the Representative shall have no authority and shall not be required to supervise the assembly, erection or operation of equipment. Nothing herein shall relieve Ameren or its equipment and/or erection contractors from responsibility for dimensional accuracy, quality and workmanship or the proper assembly, erection and operation of equipment. The Representative shall have no responsibility for inspection services which may be required by local, state, federal, or independent regulatory agencies or boards.

oo) "Work" means all labor, methods, material, goods, structures, services (including Technical Services), transportation, Equipment and all other facilities to be provided by or performed by Contractor stated in the Contract Documents. The Work may constitute the whole or a part of the Project.

2.00 CONTRACT ACCEPTANCE, RIGHTS AND RESPONSIBILITY

2.01 Acceptance of Contract and Contract Terms; Conflicts and Omissions

a) Acceptance of the Contract shall be by execution of the Contract by both parties and the issuance of a Purchase Order by Ameren. When the Contract has been fully executed, Ameren will issue to the Contractor a Notice to Proceed or, in the event Ameren determines to authorize the commencement or performance of a part of the Work, a Limited Notice to Proceed. The Contractor may not begin Work before receiving Ameren's written Notice to Proceed or Limited Notice to Proceed. Any Work performed by the Contractor before receipt of the Notice to Proceed or Limited Notice to Proceed, or outside the scope of Work outlined in the Limited Notice to Proceed, shall be considered as having been done at the Contractor's own risk.

No terms or conditions inconsistent with the Contract (whether contained in Contractor's acknowledgment or other document) shall be effective unless agreed to in writing and signed by Ameren's and Contractor's authorized agents. Notification of objection to different terms and conditions not agreed to in writing is hereby given. Any reference in the Contract to Contractor's quotation, bid, proposal, or other document of Contractor or Ameren does not signify the other Party's acceptance of any terms or conditions thereof which are inconsistent with the Contract Documents, unless expressly agreed to in writing by both parties stating that it supersedes specific, inconsistent terms and conditions of the Contract Documents.

The Contract Documents shall be interpreted as being complementary, requiring a complete Project. Any requirement occurring in any one of the Contract Documents is as binding as though occurring in all Contract Documents. Generally, Specifications address quality, types of materials and Contract conditions, while Plans show placement, sizes, and fabrication details of materials.

b) Conflicts. In the event of any conflict between or among the Contract Documents, the following order of interpretation shall prevail: (a) the terms of a duly authorized and executed EWO with regard to the subject matter of the EWO; (b) the Project Schedule; (c) the terms of the Owner's Specifications; (d) duly authorized and executed amendments to the Contract; (e) the Contract (excluding the Exhibits, but including these General Conditions of Contract and the Ameren Supplemental Conditions of Contract, if issued in connection with the Project); and (g) the terms of the remaining Exhibits. Notwithstanding the foregoing, and whether in the event of a conflict in the Contract Documents with respect to Contractor's liability to Ameren or otherwise, the provisions of subsection 9.12. LIMITATION OF LIABILITY shall take precedence over all other provisions of the Contract Documents, wherever located.

Should the Contractor discover any conflicts, omissions, or errors in the Contract or have any question concerning interpretation or clarification of the Contract, the Contractor shall request in writing interpretation, clarification, or additional detailed instructions, before proceeding with the Work affected. The written request shall be given to the SPOC.

The SPOC, with the assistance of the Ameren Engineer, shall, within a reasonable time, issue in writing the interpretation, clarification, or additional detailed instructions requested. Should the Contractor proceed with the Work affected before receipt of the interpretation, clarification, or instructions from the SPOC, the Contractor shall replace or adjust any Work not in conformance therewith at its own expense.

Should any interpretation, clarification, or additional detailed instructions, in the opinion of the Contractor, constitute Work beyond the scope of the Contract, the Contractor must submit written Notice thereof to the SPOC within seven (7) calendar Days following receipt of such interpretation, clarification, or additional detailed instructions and in any event prior to commencement of Work thereon. Within one working Day after the Contractor issues its written Notice, the

Contractor shall submit an explanation of how the interpretation, clarification, or additional detailed instruction constitutes Work beyond the scope of the Contract, along with a detailed cost breakdown and an explanation of any delay impacts.

The SPOC shall consider such Notice and if, in the judgment of Ameren, the Notice is justified, the interpretation, clarification or additional detailed instructions shall be revised or the Extra Work authorized by Extra Work Order. If Ameren decides that the claim is not justified, Ameren shall give the Contractor a written order, including an explanation of its reasoning, that the claim is not justified and direct the Contractor to perform such Work.

The Contractor must proceed with the Work upon receipt from Ameren of a written order to do so, in accordance with the Contract requirements, but within seven (7) Days of receipt of the order, the Contractor must notify Ameren, by letter, in the event that it protests the decision. When performing Disputed Work, the Contractor shall prepare time and materials records for each Day and Ameren shall verify these records at the conclusion of each Day. The Contractor shall have no claim for additional compensation because of such interpretation, clarification, or additional detailed instruction, unless it gives written Notice to the SPOC within seven (7) calendar Days as specified above.

c) Omissions. In the event of omissions in the Contract Documents, the following shall apply:

(1) If the Contract Documents are not complete as to any minor detail of the Work, including a required construction system or with regard to the manner of combining or installing of parts, materials, or equipment, but there exists an accepted trade standard for good and skillful construction, such detail shall be deemed to be an implied requirement of the Contract Documents in accordance with such standard. "Minor Detail" shall include the concept of substantially identical components, where the price of each such component is small even though the aggregate cost or importance is substantial, and shall include a single component that is incidental, even though its cost or importance may be substantial.

(2) The quality and quantity of the parts or material so supplied shall conform to trade standards and be compatible with the type, composition, strength, size, and profile of the parts of materials otherwise set forth in the Contract Documents.

2.02 Contractor's Inspection and Knowledge of Contract, Plans and the Premises

By becoming a party to the Contract, the Contractor represents that it:

a) is thoroughly familiar with and understands the requirements of the Project scope and is experienced in the design, administration and construction of projects of the type and scope contemplated by the Project;

b) has all necessary architectural, engineering and construction education, skill, knowledge and experience required for the Work to be performed by it on the Project;

c) will maintain at all times during the term of the Contract, such personnel on its staff to provide the Work contemplated hereby within the time periods required thereby;

d) has all applicable licenses required by the State in which the Premises is located to perform the Work in its name as an independent contractor;

e) has carefully and completely examined the Contract Documents affecting the Work;

f) is fully informed as to all existing conditions and limitations to the extent reasonably possible from the visual inspections conducted by Contractor prior to Contract execution, including local manpower/labor working arrangements and Laws and regulations of any Governmental Authority affecting Contractor, the Work or the Premises;

g) has visited and thoroughly inspected the Project site and any structure(s) or other manmade features to be modified, has become familiar with local conditions under which the Project will be constructed and operated, and; has satisfied itself as to existing construction, working space, storage space, access facilities and all other conditions pertaining to the Premises to the extent reasonably possible from the visual inspections conducted by Contractor prior to Contract execution;

h) has familiarized itself with any available surveys of which Contractor is aware, including the location of all existing buildings, utilities, conditions, streets, equipment, components and other attributes having or likely to have an impact on the Project;

i) has familiarized itself with Ameren's Specifications, layout and design requirements, conceptual design objectives, and budget for the Project and with pertinent Project dates and programming needs, including the Project Schedule;

j) has reviewed and analyzed all available Project geotechnical, hazardous substances, structural, chemical, electrical, mechanical and construction materials tests, investigations and recommendations of which Contractor is aware;

k) has thoroughly inspected any existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components relative to the conduct of Contractor's Work by inspection of the Premises or otherwise to the extent reasonably possible from the pre-bid visual inspections conducted by Contractor prior to Contract execution; and

l) has gathered any other information it deems reasonably necessary for a thorough understanding of the Project

Prior to Contract execution, Contractor shall be afforded the opportunity to an conduct an inspection of the Premises and the existing equipment that may impact the Work to the extent reasonably necessary to verify condition and dimensions. After such inspection, Contractor shall provide to Ameren a listing of all areas that Contractor was unable to inspect and its reasonable assumptions as to the condition and/or dimensions of

such areas, as appropriate. Such listings shall be subject to the review and reasonable approval of Ameren. In the event the actual conditions and/or dimensions encountered by Contractor during the performance of the Work vary from those set forth in Contractor's list, and such variances result in a delay or increased expense to Contractor, the provisions set forth in Section 6.01, Changes in the Work, shall apply.

As a result of the above, Claims resulting from Contractor's failure to familiarize itself with the Premises to the extent reasonably possible from the visual inspections conducted by Contractor prior to Contract execution or pertinent documents of which Contractor is aware shall be deemed waived and any plea of ignorance by Contractor regarding existing or foreseeable conditions which create difficulties or hindrances in the execution of the Work, will not excuse the Contractor from fulfilling all requirements of the Contract, or as a basis for any claim for additional compensation or time.

2.03 Financial Assurance

Prior to the execution of the Contract and during its term, Contractor shall submit for Ameren's review the most recent two years of complete, annual financial statements (and any quarterly financial statements released after the most recent annual financials) of Power Inc., or such other non-proprietary financial information as may be available and reasonably requested by Ameren, in order to establish the Contractor's creditworthiness. In the event proprietary financial information is requested by Ameren, Contractor's release of such information shall be subject to Ameren's execution of a Non-Disclosure Agreement in a form acceptable to Contractor. If, after issuance of a Contract, Ameren has commercially reasonable grounds to believe Contractor's creditworthiness has deteriorated and Contractor is reasonably likely to be unable to complete performance of its obligations hereunder, Ameren may provide Contractor with written Notice requesting performance assurance in the form of an instrument in an amount not to exceed ten percent (10%) of the Contract Price and in a commercially reasonable manner as, for example and without limitation, a surety bond or standby letter of credit, the form and substance of such instrument to be proposed by Contractor and approved by Ameren, such approval not to be unreasonably withheld. Upon receipt of such Notice, Contractor shall have fifteen (15) business Days to provide such performance assurance to Ameren.

3.00 CONDUCT OF THE WORK

3.01 Drawings and Technical Specifications

a) Contractor shall review Specifications and drawings provided to it and shall promptly inform Ameren of any identified conflicts.

b) Contractor shall satisfy itself as to the accuracy of all dimensions given on any drawings issued by Ameren, it being understood that Ameren does not guarantee the exactness of such dimensions. In the event that inaccuracies are discovered after Contract execution and Contractor was unable to verify the accuracy of such dimensions during the pre-Contract inspection process described in Section 2.02, then the provisions of Section 6.01, Changes in the Work, shall apply.

c) Any drawings required by the Contract to be submitted to Ameren for review shall be submitted by Contractor without unreasonable delay, and any Work affected thereby started prior to completion of review by Ameren shall be at Contractor's risk. Review by Ameren, if performed reasonably timely, shall not relieve Contractor from fulfilling all obligations of Contractor. As far as practicable, each Contractor drawing shall bear a cross-reference to the sheet number or numbers of Ameren drawings showing the same Work.

d) In order for Ameren to verify that the Work is proceeding in accordance with Contract requirements, the Contractor shall maintain a complete an up-to-date set of drawings and technical Specifications on the Premises and shall at all times give Ameren access thereto.

e) Every sheet of the Plans and Specifications that differs from the actual construction shall be marked, and sheets so changed shall be noted on the title sheets of the Plans and Specifications. All change orders shall be shown by reference to sketch drawings, and any supplementary drawings or change order drawings shall be included. The Contractor shall review the "as-built" drawings with the SPOC at the request of the SPOC (but no less than at least once a month) to demonstrate that the Contractor is fully and accurately recording all changes that have occurred. The altered Contract drawings shall be sufficiently detailed so that future Work on the Project or in adjacent areas may be conducted with a minimum of difficulty. Before the completion of the Project, and before release of any Final Payments, the "as-built" drawings and Specifications shall be transmitted to Ameren.

f) Contractor shall immediately notify Ameren, in writing, whenever, in Contractor's opinion, the plans, drawings or Specifications are faulty, conflicting, or do not comply with applicable rules, regulations or ordinances. In such event, Contractor may not proceed with the part of the Work so criticized until Ameren provides further directions.

3.02 Contractors Information and Drawings

a) At Ameren's request, and at any event at Final Completion, Contractor shall provide Ameren with all information and documentation within Contractor's possession or control relating to the design, construction, licensing, quality assurance, operation or maintenance of the Work, the Premises or of a facility for which the Work is intended, as required by the Contract Documents.

b) The Contractor shall submit to Ameren copies of general arrangement drawings, installation, operating, and maintenance instructions, wiring diagrams and parts list.

1) These submittals must cause no delay in the performance of work. No purchasing, fabrication, erection, processing or shipping of the aforementioned material or equipment may begin until the drawings or details have been reviewed by the SPOC, which shall not be unduly delayed.

2) The Contractor shall submit five (5) copies of the above information, four (4) of which Ameren will retain. One copy will be returned.

3) In addition to the copies listed above, the Contractor shall submit drawings electronically in an approved CAD format. Ameren typically uses Bentley Microstation V7 or V8 (.dgn files).

4) Ameren will review submittals for general design features. The Contractor is responsible for dimensions, quantities, accuracy, fit, adequacy of details, and coordination with other trades. The Contractor must request deviations from Contract Documents in writing and receive written approval from Ameren.

5) The Contractor must request field changes in writing and receive written approval from Ameren.

c) All materials prepared or developed hereunder by Contractor or Contractor's employees, contractors, agents or subcontractors, including documents, drawings, specifications, software, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples ("Contractor's Work Product") shall be and remain the property of Contractor when prepared, whether delivered to Ameren or not. To the extent that Contractor has been paid in accordance with the requirements of this Contract, any Contractor's Work Product that Contractor provides to Ameren as deliverables under this Contract, shall be made available to Ameren, through a fully paid perpetual right of use from Contractor to Ameren, for Ameren's own use for the operation, maintenance or repair of the Work. Contractor's Work Product will be considered Confidential Information and maintained as confidential in accordance with paragraph 9.02 " Confidentiality".

d) Except as may be required by Contractor for the performance of its obligations under the Contract, Ameren or its affiliated companies are not obligated under the terms of the Contract to provide Contractor with any information which Ameren considers proprietary or confidential. If Ameren transmits any information to Contractor which Ameren considers proprietary or confidential and designated as such, the information will be designated as such and shall be subject to the confidentiality provisions of paragraph 9.02.

3.03 Alternate Material

In the event the Contract Documents designate any equipment, material or item by proprietary name or name of manufacturer, Contractor shall use such designated equipment, material or item unless specifically otherwise agreed to by Ameren in writing. Proposed alternates or substitutes shall not be procured, used or installed by the Contractor until Ameren has agreed to such alternates or substitutes in writing.

3.04 Shipping

a) Ameren may route and specify the mode of transportation for shipments of all materials or equipment purchased by Contractor for the Work. If Ameren's routing or mode of transportation increases Contractor's transportation costs, Contractor shall immediately notify Ameren. If Ameren still specifies the more expensive route or mode of transportation, Ameren shall reimburse Contractor for the amount of the increased transportation costs.

b) Contractor shall arrange to wrap, pack, crate, and load, enclose and brace all materials and equipment furnished for the Work on a carrier in a good, workmanlike manner and in accordance with applicable standard trade procedures and practices.

c) Contractor shall not instruct any Contractor or Subcontractor to deliver any material or equipment related to the Contract to the Premises unless Contractor will be present at the Premises to accept such material or equipment. In no event will Ameren accept on behalf of Contractor, or be responsible for, any material or equipment ordered by Contractor and delivered to the Premises. Any shipments that are sent directly to the job site (including those ordered by Subcontractors) shall be clearly marked to the Contractor's attention and show the Purchase Order number issued by Ameren to the Contractor. Notwithstanding the foregoing, unless otherwise specified in the Contract Documents, Equipment shall be sold F.O.B Destination and risk of loss shall pass to Ameren upon signed proof of delivery.

3.05 Permits and Compliance with Laws

a) Except as otherwise specifically provided in the Contract Documents, Contractor shall obtain at its expense all Permits and licenses from Governmental Authorities which are required in connection with the Work and the performance of the obligations of the Contractor under the Contract as in independent contractor and shall obtain the same at the times necessary to meet the Project Schedule.

b) [intentionally omitted.]

c) [intentionally omitted.]

d) Contractor certifies that all Work provided and performed will be in compliance with the Williams-Stagger Occupational Safety and Health Act of 1970, as amended (OSHA) and all regulations and standards promulgated by the Secretary of Labor thereunder and where Contractor has OSHA Material Safety Data Sheets, Contractor shall forward copies promptly to Ameren's environmental, safety and health departments.

e) Compliance with Laws. In the performance of the Work and its obligations under the Agreement, Contractor shall comply with all applicable Laws, ordinances, rules, regulations, restrictions and requirements of all governmental authorities in the rendering Work, including, but not limited to, those relating to environmental protection and health and safety. Without limiting the foregoing, Contractor will not discriminate against any of its employees, other suppliers' employees, Subcontractors' employees, or Ameren's employees, and will not discriminate against any applicant for employment because of race, age, color, religion, sex, national origin, or disability, or because of any other factor protected by applicable Law. Contractor will not harass, or permit the harassment of, any person on the basis of his race, age, color, religion, sex, national origin, disability, or any other factor protected by applicable Law, and will not participate in creating or tolerating a hostile work environment on Ameren's Premises or an

environment which could be perceived as hostile. Contractor agrees to comply with all applicable local, state, and federal Laws and statutes, Executive Orders and Regulations relating to non-discrimination in employment. Contractor agrees to abide by the following, to the extent applicable to Contractor, its business and this Agreement: all federal, state and local prohibitions against discriminating and harassing against any employee for employment because of race, age, color, religion, sex, national origin, disability status, or any other factor protected by applicable Law or retaliating against any employee for opposing an unlawful employment practice or because the employee has made a charge, testified, assisted or participated in any manner in an investigation, proceeding or hearing regarding any alleged unlawful employment practice. Contractor further agrees to comply with all applicable Federal Acquisition Regulations (FARs), including FAR Sec. 52.212-3, FAR Sec. 52.212-5, FAR Sec. 52.222.22, FAR Sec. 52.222-25, 52.222-39, and FAR Sec. 52.223-13, which are reproduced, in full text, at Internet Address: <http://www.acquisition.gov/comp/far/index.html> and which are incorporated herein by reference.

Contractor and its Subcontractors shall also comply with the requirements of the Federal Energy Regulatory Commission (FERC) Code of Conduct and Standards of Conduct requirements (18 C.F.R. part 358) with respect to the exchange of Non-Public Market Information between Ameren Corporation's regulated (Missouri) subsidiaries and Ameren's non-regulated (Illinois) subsidiaries.

3.06 Meetings, Schedules and Reports

a) Contractor shall attend such meetings with the SPOC, Ameren Engineer, other engineers, contractors, consultants and others as Ameren may require for the planning, design and construction of the Project. These include, but are not limited to, Project meetings, conferences and meetings of the various federal, state and local Governmental Authorities, quasi-governmental and other authorities having jurisdiction over the Project.

b) Contractor shall provide to Ameren detailed minutes of all meetings with Ameren and any other parties in connection with Contractor's Work under this Contract. Contractor shall be responsible for providing Ameren with a Monthly Report and Forecast to Complete Report (the "Status Report"). The Status Report shall set forth the status of the construction, including but not limited to information on the Work, percentage of completion of the Work, current estimating, subcontracting, computerized updated monthly Critical Path Method scheduling, if appropriate, and Project accounting reports, including projected time to completion and estimated cost to complete the Work (for non-lump sum compensation arrangements), monthly digital progress photographs on compact disc; Project directory, logs for Requests for Information, submittals required under the Contract Documents, EWOs, cost change proposals, field directives, safety meetings, deficiencies, weather conditions, meeting minutes, and any other information that Ameren may reasonably request.

c) For other than lump-sum compensation arrangements, Contractor shall provide regular monitoring of the actual and projected costs of the

Project; identify variances between actual costs and the Project budget which will likely result, in Contractor's judgment, in a cost overrun; advise Ameren in the Status Report if it appears that the final costs of construction may exceed the construction budget; and make recommendations for corrective action

d) In addition to any other Schedules which may be required by the Contract Documents, Contractor shall prepare and submit to Ameren for its approval the "Construction Schedule" providing for the phasing of construction from commencement to completion, all within the Project Schedule, and shall update and resubmit the Construction Schedule, as might be necessary. The Construction Schedule shall include the phasing of the installation of all process equipment and any additional construction remaining on the Project. For clarity, Contractor shall control all unscheduled or otherwise available time in the Schedule, and may use such unscheduled or otherwise available time in a manner that, in Contractor's sole judgment, best contributes to the prosecution of the Work.

e) If required by Ameren, Contractor shall employ a scheduler who shall be on-site on a full-time basis and whose sole duty shall to be the preparation and maintenance of the required material, labor and other Project Schedules.

f) Material invoices must be submitted by Contractor to Ameren as Work progresses.

3.07 Timely Performance and Cooperation

a) Time is of importance to the Contract. If the Contractor fails in any respect to prosecute the Work with promptness and diligence or if, in the opinion of Ameren, completion of any portion of the Work within the Project Schedule is improbable, for reasons not excused under the Force Majeure provisions of the Contract, or otherwise, Contractor shall, at the direction of Ameren and without prejudice to any other remedy of Ameren, use such overtime, including extended shifts and additional personnel, machinery and equipment, necessary to maintain schedules and ensure timely completion. Contractor shall not be entitled to reimbursement for any extra expenses incurred thereby.

b) Ameren shall designate in the Notice to Proceed the date on which the Contractor shall immediately begin and thereafter diligently prosecute the Work to completion. The Contractor agrees to complete the Work on the date specified for completion of the Contractor's performance in the Contract unless such time is adjusted, in writing, by change order by Ameren. The Contractor may complete the Work before the completion date if it will not interfere with Ameren or their other contractors engaged in related or adjacent Work.

c) If the Contractor fails to prosecute the Work in accordance with the Contract or to perform any of its material obligations under the Contract, Ameren may, after reasonable Notice to the Contractor, declare an Event of Default and take any and all remedies available to it pursuant to Section 6.02 hereof.

d) Contractor shall (1) cooperate at all times with other contractors, consultants, inspectors, geotechnical consultants, or engineers and Ameren work forces who may be on the Premises so that each may have an opportunity to complete his part of the Work before it is covered up, and the proper sequence of the construction Project is maintained; and (2) make available to them plans and Specifications, as well as any and all items which Contractor may at any time have, or have access to, with regard to the Project, at the site or other reasonable places. Contractor understands that Ameren may enter into several separate contracts with different parties for different parts of the Project. Contractor agrees to coordinate all of its Work pursuant to this Contract with that of all other contractors, Contractors or consultants of Ameren, as may be necessary for timely progress and accurate completion of the Project

e) Contractor shall cooperate so as not to interfere with Ameren's business operations and to ensure the safety of all persons.

3.08 Extension of Time

a) If the Contractor is delayed, disrupted, hindered or interfered with in the prosecution of the Work by a cause beyond Contractor's reasonable control (an event of "Force Majeure"), including without limitation acts of God, acts of terrorism, fires, epidemics, medical quarantine or restriction, floods, riots, wars, sabotage, strikes or other labor disputes, or actions of Governmental Authorities, then Contractor shall not be in breach of this Contract and upon written request, shall be entitled an equitable extension of time to complete the performance of the Work plus such additional time as is reasonably necessary to enable the Contractor to resume performance of its obligations, but will not be entitled to any additional compensation by Ameren. Furthermore, the Contractor shall be entitled to compensation for costs and expenses incurred as a result of such delay, in addition to any extension of time, if the delay is within the reasonable control of Ameren.

b) Within seven (7) Days after the commencement of the occurrence of the event of Force Majeure, Contractor shall give Ameren written Notice of its occurrence and its anticipated duration and results. Within seven (7) Days of the termination of any such delay, Contractor shall give Ameren written Notice of the actual duration of the delay. Failure to give either Notice shall be sufficient grounds for denial of an extension of time.

c) No extension of time will be granted unless the Contractor demonstrates to the satisfaction of Ameren that the Contractor has made every reasonable effort to mitigate the effect of the delay and complete all Work under the Contract not later than the date prescribed, or as soon as possible thereafter, notwithstanding delay in the Work due to any such cause.

d) Nothing in this Article shall be construed to release Contractor from the obligation to perform at its own expense all overtime necessary to maintain contract completion dates where delays, disruptions, hindrances and interferences have occurred which are not excused pursuant to the provisions delineated above.

3.09 Contractor's Responsibility for the Work

a) The Contractor shall be responsible for all Work performed under the Contract, including work performed by Subcontractors. For purposes of assessing responsibility to the Contractor, all persons engaged in the Work shall be the responsibility of the Contractor. The Contractor shall give its personal attention to the fulfillment of the Contract and keep all phases of the Work under its control.

b) Ameren will not arbitrate disputes among Subcontractors nor between the Contractor and one or more Subcontractors concerning responsibility for performing any part of the Project.

c) The Contractor shall be fully responsible for the quality of materials and workers' skill in the performance of the Work. The Contractor shall not rely upon the inspection and testing provided by Ameren other than those special inspections and tests performed by Ameren's selected laboratories for which there are written reports.

d) Contractor shall have the charge and care of and shall bear the risk of damage to the Work and materials and equipment for the Work for so long as they are in Contractor's care, custody and control, and shall protect the Site and Work from theft, acts of malicious mischief, vandalism and unauthorized entry. During all hours that Work is not prosecuted, Contractor shall furnish such watchman's services as necessary to safeguard materials and equipment in storage on the Work site, including Work in place or in process of fabrication, against theft, acts of malicious mischief, vandalism and other losses or damages. The Contractor shall be liable for any loss or damage to the Work that results from its failure to protect the Site and the Work.

The Contractor, at its own expense, shall promptly rebuild, repair, restore, and make good all such damage to any portion or to all of the Work and materials therefor before the acceptance of the Project by Ameren for which Contractor is responsible under the provisions of the preceding paragraph. In case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials, and shall properly store them, if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

3.10 Use of Premises

For Work performed at an Ameren Site, the following provisions shall apply:

a) Ameren reserves the right to award other contracts, or perform its own construction services in connection with other portions of the Project. Contractor shall arrange, schedule and coordinate the Work in a manner that will not interfere with the introduction and storage of materials and the execution of work by others. In the event Contractor's costs and/or schedule are impacted by interferences that could not reasonably be foreseen prior to Contract execution, the provisions of Section 6.01, Changes in the Work, shall apply.

b) The Contractor shall temporarily defer the execution of any portion of the Work when such action may be necessary in the opinion of Ameren for the proper advancement of the Work of other contractors or for the installation of machinery, equipment or other work by Ameren.

c) The Contractor shall confine its activities, the storage of materials and the operation of its employees to the physical limits established by Governmental Authorities and Ameren. Ameren will not furnish temporary offices or other facilities in temporary buildings except as specified elsewhere in the Contract Documents. Before beginning the Work at the Premises, the Contractor shall ascertain the facilities available for its use in the delivery, unloading, storing and erection of materials and equipment at the Premises. If any Dispute arises as to the use of any accommodations, Ameren will make the final allocation.

d) Contractor shall keep the Premises free from waste materials or rubbish produced as a result of the Work.

e) In the event part of the Work involves Contractor removing Ameren's property from the Premises, Contractor shall be fully responsible for all aspects of transporting such property.

f) When materials, equipment or apparatus are furnished by Ameren or by others for installation or erection by Contractor as part of the Work, Contractor shall receive, unload, protect, store, remove from storage and handle and assume responsibility for them as though these items were furnished by Contractor under the Contract.

g) The Contractor shall comply strictly with Ameren's security procedures and rules/regulations in effect at any time governing the admittance of the Contractor's employees or Subcontractors to the Premises and their identification while there.

3.11 Contractor's Supervision and Employees

For Work performed at an Ameren Site, the following provisions shall apply:

a) Contractor shall submit to Ameren a list of other Key Personnel, with titles and billing rates of such Key Personnel, engaged to perform the Work, which list shall be subject to Ameren's approval. Contractor warrants that all Key Personnel so named shall actually perform or supervise the Work until the completion, and Ameren's acceptance, thereof unless the Key Personnel leave the employ of Contractor. Contractor's Construction Supervisor or approved assistant shall be present at the Premises at all times during performance of the Work. The Construction Supervisor shall not be changed without Notice to, and the consent of, Ameren. The Construction Supervisor shall be in full charge of Contractor's Work and shall be fully authorized to represent and to act for the Contractor, and all directions given to the Construction Supervisor by Ameren shall be as binding as if given to the Contractor.

b) If Contractor wishes to remove any of the Key Personnel, or substitute other personnel for any of the Key Personnel so named, Contractor shall

submit such request to Ameren at least ten (10) days in advance of the proposed removal or substitution together with pertinent resume and biographical data on the proposed substitute personnel. Contractor shall not remove or substitute any Key Personnel without the prior written approval of Ameren, which will not be unreasonably withheld.

c) The Contractor shall employ and cause each Subcontractor to employ competent and experienced foremen, mechanics and competent workers who are skilled in the type of Work required and whose workmanship is of the best quality. At all times the Contractor shall provide sufficient labor to properly prosecute the Work and to ensure completion of each part in accordance with the Contract schedule. The Contractor shall have full responsibility for the conduct of all employees employed in connection with the Work (including employees of any Subcontractor). If, in the sole judgment of Ameren based on justifiable grounds, any person is incompetent or disorderly, the Contractor shall promptly remove such person from the Project and shall not re-employ such person thereon. The Contractor shall be familiar with and observe established and accepted labor practices, procedures and agreements.

d) Ameren may request that any Contractor or Subcontractor personnel be replaced if, in Ameren's sole discretion, Ameren determines that such personnel are not of the requisite skill or experience to satisfactorily perform the Work, for violation of any Law, safety procedure, security procedure or detrimental conduct, discrimination, harassment, workplace violence or for other justifiable grounds (e.g., poor past performance, background check concerns, etc.) without any penalty to Ameren provided that Ameren's right shall not affect the right of Contractor in its sole discretion as employer, to hire, assign, reassign and/or terminate its own employees.

e) Contractor and its Subcontractors shall only assign individuals who are legally eligible to work in the United States in accordance with all local, state, and federal Laws to perform the Work. Contractor or its Subcontractor shall complete and retain Form I-9 for each employee. Ameren, in its sole discretion, reserves the right to audit compliance with this provision.

f) If an actual or potential labor Dispute delays or threatens to delay the performance of the Work, Contractor shall immediately give written Notice to Ameren of the Dispute together with any relevant information regarding the Dispute and its background.

g) The Contractor is an independent contractor, not an agent or employee of Ameren, and maintains complete control over and responsibility for its own forces and operations, including construction means, methods, techniques, sequences and programs in connection with the Work.

3.12 Subcontracting

a) Upon execution of the Contract, Contractor shall submit the name of each proposed Subcontractor of any portion of the Work. Contractor shall also furnish information in respect to past performances and financial status of the actual or intended Subcontractors which are anticipated to be material to the

Project, provided that such information is in the public domain or, if non-public, not subject to confidentiality agreements or other contractual restrictions on its release. Ameren shall have the right, from time to time, to conduct such credit investigations of all Subcontractors as Ameren shall deem necessary or appropriate. Ameren may reject any Subcontractor not an affiliate of Contractor which it considers in its reasonable discretion unable to perform satisfactorily the portion of the Work involved. No subcontract shall relieve Contractor of its obligations under the Contract.

b) If Subcontractors are to be involved in Contractor's performance of Work, Contractor shall afford the maximum practicable opportunities to small business concerns owned and controlled by socially and economically disadvantaged individuals to compete for such subcontracts; and contractor shall cooperate in any studies or surveys conducted by the U.S. Government to determine the extent of Contractor's compliance with this clause.

c) Should the Contract be terminated prior to the Project completion due to Contractor default according to the provisions of Section 7.02, Ameren may elect to make legal assignment of any subcontracts or Purchase Orders material to the Work. In such event, the Contractor shall execute and deliver all papers and take all steps to effect the legal assignment to Ameren of such subcontracts or Purchase Orders to the extent reasonably necessary to complete the Project.

d) Contractor agrees to bind every Subcontractor to the provisions of the Contract as are applicable to that portion of the Work to be performed by the Subcontractor. Upon Ameren's written request, Contractor shall provide to Ameren a complete list of each materially significant subcontract, which may be redacted of all compensation and other proprietary information.

e) Contractor shall incorporate in all of its subcontracts with its Subcontractors material to the Work, provisions that will allow Ameren to exercise its assignment rights set forth in Section 3.12(c):

f) No Liens. Provided Ameren is not in default of his payment obligations under the Contract, Contractor shall ensure that no Liens arise, are filed, or are maintained by Contractor or any Subcontractor against the Project or the Premises or any part thereof, or any interest therein, or any improvements thereon, or against any monies to or to become due to Contractor on account of any Work, labor, services, materials, equipment, or other items performed or furnished for it or in connection with the performance of the Work. If a Subcontractor of Contractor of any tier files a Lien or otherwise demands payment from Ameren arising out of or relating to such Subcontractor's performance of the Work, provided Ameren is not in default of its payment obligations to Contractor, Contractor shall, at its own expense, cause such Lien to be released or otherwise provide payment security for such Lien, within 30 days of Ameren's Notice to Contractor. Ameren shall provide reasonably prompt written Notice to Contractor of any such Lien; provided, if Ameren fails to provide such Notice within a reasonably prompt timeframe, any additional costs or

damages incurred by Contractor as a result of such failure shall be at Ameren's expense.

g) Direct Payments. In the event of any Dispute between Ameren and Contractor which is not resolved under the provisions of Section 9.09. DISPUTE RESOLUTION, subsections (a) Initial Negotiation and (b) Executive Negotiation, Ameren may, at its option, pay directly to any Subcontractor or supplier of Contractor all undisputed amounts properly due such Subcontractor or supplier, each such payment to be by a check payable jointly to Contractor and such Subcontractors or supplier and requiring the endorsement of both of them to be valid (which Contractor shall not unreasonably withhold), and the amount of such payment shall be reduced from Contractor's compensation.

3.13 Ameren's Rules and Regulations

For Work to be performed at an Ameren Site, Contractor shall abide by any and all rules Ameren may have in effect at the Premises where the Work is to be performed including, but not limited to, the Ameren Corporation Equal Employment Opportunity and Anti-Harassment Policy and the Ameren Corporation Workplace Violence Policy Statement, Site-specific or Work specific rules and policies, and construction job work rules. All such rules and policies will be provided to Contractor in writing (by inclusion in the Specifications or otherwise) or shall be available at www.Ameren.com/BusinessPartners. Contractor will review applicable Ameren rules and policies with its employees and its Subcontractors' employees prior to their beginning the Work. Ameren will not tolerate any type of harassment on its Premises. Examples of behaviors and materials viewed by Ameren as prohibited harassment include, but are not limited to, unwelcome physical conduct that is sexual in nature, inappropriate remarks, jokes, or comments that are sexual in nature, racial in nature, or otherwise derogatory, pornographic materials of any kind, and displays or graffiti on Ameren's Premises which could be perceived as harassing such as depictions of the Confederate battle flag, KKK paraphernalia, swastikas, and ropes tied in the configuration of nooses. If Contractor or any of its employees finds any inappropriate items or is made aware of any incident of harassment or other discriminatory behavior, Contractor shall notify Ameren's Project manager.

3.14 Suspension of the Work

a) Ameren may interrupt, suspend or delay any part or all of the Work covered under the Contract for any reason upon written Notice to Contractor which specifies the nature and expected duration of the interruption, suspension or delay. If, after consulting with Ameren, it is Contractor's opinion that any of the Work is in a state such that interruption thereof would result in substantially increased costs upon resumption of the Work, Contractor, with Ameren's prior written concurrence, may complete that portion of the Work.

b) Contractor shall resume any Work interrupted, suspended or delayed when so requested by Ameren; provided, however, that the performance schedule shall be revised by a period of time reasonably necessary to allow Contractor to overcome the effect of the interruption, suspension or delay, including, without limitation, Key Personnel, labor and

Subcontractor availability. Contractor shall make every reasonable effort to minimize any additional resulting expense.

c) Upon suspension of the Work, Ameren shall designate the amount and type of plant, labor and equipment that Contractor shall continue to commit to the Work. Upon receipt of such Notice of suspension, Contractor shall, unless such Notice requires otherwise: (i) immediately discontinue the Work on the date and to the extent specified in the Notice; (ii) place no further orders or subcontracts for material, services or facilities with respect to suspended Work other than to the extent required in the Notice; (iii) promptly make every reasonable effort to obtain suspension upon terms satisfactory to Purchaser of all orders, subcontracts and rental agreements to the extent they relate to performance of Work suspended; and (iv) continue to protect and preserve the Work.

d) As full compensation for suspension of the Work, Contractor shall be reimbursed for the following costs, reasonably incurred, without duplication of any item, to the extent that such costs directly result from such suspension: (i) a standby charge to be paid to Contractor during the period of suspension which shall compensate Contractor for keeping, to the extent required in Ameren's Notice, its organization and equipment committed to the Work in a standby status; (ii) all reasonable actual costs incurred by Contractor for mobilization and demobilization of Contractor's plant, labor and equipment; (iii) all reasonable actual costs incurred by Contractor for protecting and preserving any portion of the Work completed or delivered by Contractor; (iv) if, as a result of any such suspension of the Work, the cost of subsequently performing the Work is increased or decreased, an adjustment to the contract price will be made for performing the remaining portion of the Work; and (v) overhead and profit at a rate of 10% on all of the foregoing. In the event that the Work is suspended by Ameren for a period greater than 180 days, Contractor may, at its option and upon written Notice to Ameren, terminate the Contract and Ameren shall pay Contractor in accordance with the provisions of 7.03.

e) Notwithstanding the foregoing, Ameren may immediately suspend Work if, in the sole opinion of Ameren, the Contractor's Work is being performed in a hazardous and dangerous manner or in a manner not consistent with the Contract. Work shall not thereafter proceed until Contractor agrees to conduct the Work in a manner that is safe and in compliance with the Contract. The Contractor shall be entitled to no additional compensation or extension of time for performance of the Contract in the event Ameren suspends Contractor's Work pursuant to this subparagraph. Failure of Ameren to inspect, observe or detect a hazardous, dangerous or other Work condition or procedure in Contractor's Work shall not be construed as an act of omission or negligence by Ameren.

3.15 Safety and Accident Reports

For Work performed at an Ameren Site, the following provisions shall apply:

a) The Contractor shall perform the Work in a proper, safe and secure manner to prevent loss, injury or damage to Ameren's property, the property on the Premises, existing structures and facilities in the

vicinity of the Work and to lives or persons and shall comply with all applicable safety Laws, rules and regulations of any Governmental Authority, including, without limitation, those contained in or issued pursuant to the Occupational Safety and Health Act of 1970, as amended, the regulations and standards promulgated by the Secretary of Labor thereunder, and with all safety procedures of Ameren.

b) The Contractor shall be directly responsible for its own safety program and first aid and medical service and/or facilities for its employees and Subcontractors.

c) Contractor shall furnish all safety equipment and safeguards suitable to the occupational hazards involved and conforming, in all respects, to the safety regulations on the Project.

d) The Contractor shall provide and maintain all passageways, guard fences, flags, lights, barricades and other facilities for protection required by Governmental Authorities or rendered reasonably necessary by local conditions and shall erect shelters sufficient to protect the Work from damage. All protective measures, such as barricades, shall be arranged to ensure the safety of the workers and any passersby and shall be removed by Contractor at the completion of the Work.

e) Ameren may suspend Work which interferes or threatens to interfere with the operation of Ameren's equipment until the interference is eliminated. All equipment or tools used by Contractor on the Premises shall be subject to inspection.

f) Ameren may immediately suspend Work if, in the sole opinion of Ameren, the Contractor's Work is being performed in a hazardous and dangerous manner. Work shall not thereafter proceed until Contractor agrees to conduct the Work in a safe manner. The Contractor shall be entitled to no additional compensation or extension of time for performance of the Contract in the event Ameren suspends Contractor's Work pursuant to this paragraph. Failure of Ameren to inspect, observe or detect a hazardous or dangerous Work condition or procedure in Contractor's Work being performed shall not be construed as an act of omission or negligence by Ameren. Ameren's right to suspend the Work as provided in this paragraph does not constitute that Ameren is in charge of the Work of Contractor, its agents, employees, servants or Subcontractors.

g) The Contractor shall submit a written report to Ameren within twenty-four (24) hours after any accident or unusual occurrence during performance of the Work, including but not limited to personal injury or death of any employee or any member of the public, or damage to the Work, the Premises or adjacent property. The written report should include the names and addresses of every witness to such occurrences. If a fatality occurs, the Contractor shall, in addition to providing a written report, make an immediate report by telephone to Ameren. The Contractor shall cooperate fully with Ameren in the event Ameren investigates the occurrence.

h) In the event that the Contract Documents include Ameren's Supplemental General Conditions of Contract, any greater restrictions or requirements

contained in the Supplemental General Conditions of Contract shall prevail over those set forth herein.

4.00 QUALITY STANDARDS APPLICABLE TO THE WORK

4.01 [intentionally omitted].

4.02 Construction Standards

The quality of workmanship, clearances, protection of workers, etc., shall be governed by applicable Laws, ordinances and regulations of authorities having jurisdiction as well as applicable sections of standards such as those listed below. The Contractor shall be responsible for following industry standards whether they have been specifically identified by Ameren or not. Examples of applicable governing codes, rules and standards include:

- International Building Code as adopted by the applicable jurisdiction
- American Concrete Institute (ACI)
- American Institute of Steel Construction (AISC)
- American National Standards Institute (ANSI)
- National Board Inspection Code (NBIC)
- American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE)
- American Society of Mechanical Engineers (ASME)
- American Society for Testing and Materials (ASTM)
- Steel Structures Painting Council (SSPC)
- Concrete Reinforcing Steel Institute (CRSI)
- Institute of Electrical and Electronic Engineers (IEEE)
- National Electrical Code (NEC)
- National Electrical Manufacturers Association (NEMA)
- National Electrical Safety Code (NESC)
- National Fire Protection Agency (NFPA)
- Occupational Safety and Health Administration (OHS) 1910 and 1926
- American Welding Society (AWS)
- U.S. Environmental Protection Agency (EPA)
- Illinois Dept. of Transportation (IDOT)
- Missouri Dept. of Transportation (MODOT)
- Missouri Department of Natural Resources (MDNR)
- Illinois Environmental Protection Agency (IEPA)

4.03 Warranties

a) Warranty for Equipment and services, other than Technical Services. Contractor warrants that the Work performed under the Contract will be free from Defects in workmanship and materials will be performed pursuant to the terms of the Contract Documents, will be performed in a workmanlike manner and that all materials furnished by Contractor under the Contract will be new, except as otherwise specified in the Contract Documents or agreed to by Ameren in writing. Contractor further warrants that the Work will comply with the Specifications, drawings, samples, tolerances and other descriptive information as specified in the Contract Documents.

b) If any of the Work does not comply with any of the warranties contained in this Section during the earlier to occur of (i) 24 months after delivery of the Equipment, if applicable; or (ii) in the event Contractor is installing the Equipment or is furnishing services other than Technical Services, 18 months after Final Completion, or such other

term as may be specified in the Contract Documents, Ameren shall give Contractor prompt notice thereof and Contractor shall at its own option and expense promptly correct by repair or replacement any non-complying Work. The 24 month period set forth in subsection (i) of this Section shall be extended to the extent Contractor causes any delay in installation of the Equipment. If the noncompliance is in Equipment furnished but not installed by Contractor, Contractor's obligation under this article shall be limited to, at its option, either repairing the defect in place or elsewhere or delivering replacement Equipment to Ameren, F.O.B. point of destination, and installation thereof shall be Ameren's responsibility. The repair or replacement shall be scheduled consistent with Ameren's operating requirements to minimize loss of production or use of the Work. The Contractor shall be provided unobstructed access to the equipment or Work area to perform its warranty obligations on the same time basis as the Work was originally performed (e.g., straight-time or double-shift) within a reasonable time after the defect becomes apparent. Furthermore, Contractor shall not be responsible (i) for providing working access to the defective portion of Work, including disassembly and reassembly of any portion of the Ameren's facility or equipment to gain access to the defective portion of Work; or (ii) for removal and reinstallation of the defective portion of Work, unless such activities were part of Power's original scope as set forth in the Purchase Order for which a warranty defect is alleged or a related Purchase Order for installation of such Work. Except as provided for herein, providing access for warranty remedial activities shall be at Ameren's risk and expense. The warranty period for any repaired or replaced Work shall be the same time period as that of the warranty period for the original Work, provided that no warranty period shall be extended beyond thirty (30) months from the commencement of the original warranty.

c) If chronic failure of any of the Work occurs during the warranty period (either original or as may be extended as a result of failures during the original warranty period), Contractor shall investigate the root cause of such chronic failure and, to the extent such chronic failure was caused by a Defect covered by the warranties in this Section, make such repairs, replacements, or adjustments necessary to correct the root cause of the chronic failure.

d) Contractor shall be responsible for all costs and expenses of restoring all work or property of Ameren or others that may be damaged by Contractor's negligent actions during its prosecution of the Work or its repair or replacement of non-complying Work.

e) Technical Services. With respect to Technical Services, or any services furnished by Inc., the Contractor shall perform the Services in a competent and workmanlike manner and in accordance with the standards employed by Contractor. If the Contractor is preparing a deliverable in the form of a study, report, drawing, graph or other similar or dissimilar written material ("Deliverable"), the Contractor represents that its conclusions and recommendations stated or implied therein shall be based on the Contractor's reasonable judgment and experience taking into account the facts then known. The Contractor does not represent that its conclusions and recommendations are the only reasonable conclusions and recommendations which may be reached by another qualified contractor

or consultant. If within one (1) year from the Contractor's completion of the Work it is determined that the Technical Services do not meet the foregoing standards, then the Contractor upon being promptly notified of the specific defect in performance shall re-perform that part of the defective Work and, if necessary, correct any inaccuracies in the Deliverable. The warranty period for any re-performed Technical Services shall extend for the remainder of the original warranty period or for one hundred and eighty (180) Days after correction, whichever is longer.

f) Software Warranty. The Parties' agreement as to any software warranty, if applicable, to a specific scope of Work shall be as set forth in the applicable Contract Documents.

g) The Contractor shall have no obligation for breach of warranty to the extent the damage is caused or exacerbated by any of the following events: (i) Ameren fails to store, operate or maintain the Equipment or Work in accordance with generally approved industry practices, the provisions of this document, or the provisions of any storage, operating or maintenance instructions furnished to Ameren by Contractor or the supplier of the equipment; (ii) Ameren fails to give Contractor prompt written notice of Ameren's discovery of a defect; (iii) the Equipment have been altered or repaired by someone other than Contractor; (iv) the Equipment have been installed by someone other than Contractor and the installation is not done in accordance with Contractor's instructions; or (v) the defect relates to changes in operation or maintenance practices by Ameren which results in erosion, corrosion, fouling, cleaning, and/or plugging of the Equipment or a fire or explosion and such change was not: (1) contemplated in the Contract Documents, (2) within the operation parameters outlined in any storage, operating or maintenance instructions furnished to Ameren by Contractor; or (3) previously approved by Contractor (which approval shall not be unreasonably withheld or delayed). Ameren shall provide prompt Notice to Contractor of any apparent defect. If Ameren fails to provide Notice to Contractor within such timeframe, then any additional resulting damage shall be repaired at Ameren's expense.

h) Contractor makes no guarantee or warranty of the performance of the equipment except as may be expressly identified as a Performance Guarantee elsewhere in this Contract or as may be set forth in the Contract Documents. Any other data and information pertaining to performance of the equipment, whether stated in this Contract or elsewhere, are for purposes of illustration or estimate only, and are not guaranteed.

i) THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE AND ANY PERFORMANCE GUARANTEE OR ANY SOFTWARE WARRANTY AND THEIR ASSOCIATED REMEDIES AS SET FORTH IN THE APPLICABLE CONTRACT DOCUMENTS, ARE EXCLUSIVE AND NO OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BUT EXCLUDING WARRANTY OF TITLE, SHALL APPLY. AMEREN'S EXCLUSIVE REMEDY AND THE CONTRACTOR'S SOLE OBLIGATION ARISING OUT OF OR IN CONNECTION WITH WARRANTY, SHALL BE THOSE STATED HEREIN.

5.00 INTERPRETATIONS OF AND ADHERENCE TO CONTRACT REQUIREMENTS

5.01 Inspection and Testing

a) Ameren may at all reasonable times inspect and test the Work. Contractor shall furnish all samples, at no cost to Ameren, necessary for testing specified in the Contract Documents. Contractor and its Subcontractors shall, if required, furnish satisfactory evidence of the kind and quality of the material and shall furnish shipping papers, invoices, etc., showing the origin of the materials and equipment. Contractor shall pay for all tests specified in the Contract Documents, unless specifically otherwise stated elsewhere in the Contract Documents. Contractor shall deliver to Ameren all test results, reports, and literature regarding the Work. The Parties shall establish appropriate inspection "Hold Points". Contractor and all its Subcontractors and Contractors shall make all necessary arrangements and provide reasonable facilities and safe access for such inspections, such as proper ladders, scaffolds, openings, drop lights, etc. either at the Premises or Contractor's shop or at the mills or shops of any manufacturer or Subcontractor where any part of the Work is being prepared, fabricated or manufactured, constructed, assembled or erected. Contractor shall give Ameren sufficient Notice of and afford Ameren the opportunity to observe any such inspection or tests of any part of the Work which Contractor or any Subcontractor conducts. Ameren will conduct all inspections to be made on the Premises within twelve (12) hours of receiving Notice of Contractor's readiness for inspection and all non-Premises inspections in a reasonably timely manner. Any Work covered up prior to Ameren's inspection at a scheduled "Hold Point", without Ameren's approval or consent, shall be uncovered at the request of Ameren. Such uncovering shall be at Contractor's expense.

b) Prior to the expiration of the warranty period, Ameren may refuse any part of the Work found to be Defective or not in accordance with the Contract, regardless of the state of its completion or the time or place of discovery of such errors and regardless of whether Ameren has previously passed it without objection through oversight. Ameren's inspection of any of the Work shall not relieve Contractor of its obligations to furnish the Work in accordance with the Contract.

c) Should any portion of the Work done or any materials, articles or equipment delivered be refused by Ameren according to the provisions of this Section, such Work, materials, articles or equipment shall be refused in writing and shall be made compliant with the Contract by the Contractor as soon as reasonably practical, at no additional expense to Ameren. Any materials, articles or equipment that are refused shall immediately be removed from the premises at the Contractor's expense.

d) In the event the Contract Documents provide for Performance Guarantees for any portion of the Work, Contractor shall perform such tests as may be specified by the Contract Documents, or if no such tests are specified, such tests as Ameren may reasonably require in order to ascertain that such Performance Guarantees have been met on a continuous operating basis. Such tests shall be completed as expeditiously as possible after completion of the related Work and, if the Performance Guarantees are not met on such tests, shall be retested as necessary to confirm the Performance Guarantees have been met. Unless otherwise

provided in the Contract Documents, all tests and retests shall be at the expense of Contractor.

5.02 No Waiver of Breach; Ameren Review

The failure of either Party to insist upon strict performance of the Contract or either Party's failure or delay in exercising any rights or remedies provided in the Contract shall not be deemed or construed as a waiver of any claims related thereto. No waiver by either Party of a breach of any provision of the Contract shall constitute or be construed as a waiver of any other breach of such provision. Ameren's review, inspection, or approval of any Work, design documents, applications for payment or other submittals shall be solely for the purpose of determining whether the same are generally consistent with Ameren's construction program and requirements. No review, inspection, or approval by Ameren of such Work or documents shall relieve Contractor of its responsibility for the performance of its obligations under the Contract Documents or the accuracy, adequacy, fitness, suitability, or coordination of its Work. Approval by any governmental or other regulatory agency or other governing body of any Work shall not relieve Contractor of responsibility for the performance of its obligations under the Contract. Payment by Ameren pursuant to the Contract Documents shall not constitute a waiver of any of Ameren's rights under the Contract Documents or at Law, and Contractor expressly accepts the risk that Defects in its performance, if any, may not be discovered until after payment, including Final Payment, is made by Ameren. Notwithstanding the foregoing, prompt written Notice shall be given by Ameren to the Contractor if Ameren becomes aware of any fault or Defect in the Project or non-conformance with the Contract No purported oral modification, waiver or rescission of the Contract by any employee or agent of Ameren operate as a modification, waiver or rescission of any of the provisions of the Contract.

6.00 CHANGES IN THE WORK

6.01 Changes in the Work

a) The parties acknowledge and agree that the occurrence of the following events may require a change to the schedule and/or fee due Contractor hereunder: (A) a material change to or deficiency in the information which Ameren has provided to Contractor which changes Contractor's scope of Work; (B) an unanticipated event that materially changes the service needs or requirements of Ameren; (C) circumstances beyond the reasonable control of either of the parties, acts of God or other Force Majeure events; (D) a change in Law occurring after the date of Contract execution; or (E) the occurrence of any of the events set forth in Sections 2.02, 3.01(b) or 3.10(a) (each, an "Adjustment Event").

b) The parties also agree that from time to time during of the Contract, Ameren may request, or Contractor may propose, that Contractor implement a change to the Work which may require a change to the Project Schedule, construction schedule, and/or contract price (each, a "Change"), including: (A) a change to the Work; or (B) a change in the prioritization or manner in which Contractor is performing the Work.

c) In the event an Adjustment Event occurs or the parties agree on a Change, Contractor shall, prior to the extra work being performed,

prepare and provide to Ameren a proposed EWO and the contract price provisions shall be equitably modified as determined in one or more of the following ways:

i) By agreed-upon lump sum price;

ii) By unit prices described in the Contract Documents, or otherwise agreed upon in writing, if applicable; and/or

iii) By time and material costs.

d) If Contractor and Ameren cannot agree on the value of the increase or decrease in Work as determined by one of the above alternatives, the value shall be determined by the time and material basis using the following rates:

i) If Labor Rate Sheets have been supplied and approved by Ameren in connection with the Project, then the Extra Work shall be charged at the rates indicated on such Labor Rate Sheets.

ii) If Labor Rate Sheets have not been supplied and approved by Ameren, then Extra Work shall be paid as follows:

a) For Extra Work performed by Contractor, Contractor shall be entitled to the following:

(1) Direct cost of payroll labor, including first line foreman, excluding the job Superintendent and General Foreman

(2) Fringe benefits including welfare and pension

(3) Insurance

(4) Taxes, according to the provisions of Section 9.11.

(5) Overhead, including costs for home office, field office, consumables, and small tools with an original value under \$1200, as agreed by Ameren and Contractor at the award of Contract or if not agreed, at a rate of 5%.

b) Material and third party rental equipment: Direct cost of material or rental equipment.

c) Subcontractors:

Direct cost of Subcontractor (which shall not exceed rates prevailing in the Project area).

d) Contractor-Owned Rental Equipment (excluding third party rental equipment): (1) The Contractor shall submit for approval an equipment rental rate schedule including all equipment, tools, and supplies required to perform the Work specified, for approval by Ameren. These equipment rental rates will be no greater than rates charged by third parties in the area and shall be used for Extra Work.

e) Contractor's overhead and profit at a rate of 10% on all of the foregoing, with the exception of taxes.

e) No claim for additional cost involving a change in the Work shall be allowed unless the change was ordered in writing and signed by an authorized representative of Ameren in advance of the performance of the Work. Contractor and each Subcontractor shall keep accurate and detailed

accounts in such forms as Ameren may direct, which shall be open to inspection of Ameren at all times showing the net direct cost of added Work together with vouchers. All time sheets shall be delivered to Ameren within 48 hours of the services performed and/or material used in connection with the Work.

f) The compensation stated in an EWO shall be the total compensation due to Contractor in connection with the Work set forth therein, including, without limitation, changes in the Project Schedule of such Work, Contractor hereby waives any claim to additional compensation in connection with any such extra work, including, without limitation, claims for lost productivity, lost efficiency, or other consequential damages or costs of any kind.

g) All requests for payments for additions to the contract price shall be invoiced separately and not included with amounts applicable to the contract price as originally specified in the Contract. All invoices covering additions or credits to the Contract shall refer to the specific EWO or similar written authorization issued by Ameren with respect to the addition or credit.

6.02 Emergency Changes in the Work. Changes in the Work agreed by Ameren to be necessary due to unforeseen site conditions, discovery of errors in Plans or Specifications requiring immediate clarification in order to avoid a serious Work stoppage, changes of a kind where the extent cannot be determined until completed, or under any circumstances whatsoever when deemed necessary by Ameren are kinds of emergency changes which may be authorized by Ameren in writing to the Contractor. The Contractor shall commence performance of the emergency change immediately upon receipt of written direction from Ameren. If agreement is reached as to compensation adjustment for the purpose of any emergency change, then compensation will be as provided in Section 6.01 relating to ordinary changes. If agreement is not reached as to compensation at the time of commencing the emergency change, then compensation will be as provided in Article 6.01(d), that is, time and materials. Records and summaries shall be witnessed and maintained until either a lump sum payment is agreed upon, or the changed Work is completed.

7.00

CLAIMS, DEFAULTS & DAMAGES, INSURANCE

7.01 Claims

Each Party shall make a written claim of all Disputes and matters in question between the Parties within thirty (30) Days after its knowledge of the occurrence of the event giving rise to such claim, except that if the making of such claim or the providing of notice thereof is delayed by a Force Majeure event, or any other event excused under the Contract, the time limit for making such claim or providing such notice shall be extended by the length of such delay. Pending final resolution of a claim, Contractor shall proceed diligently with performance of the Work and Ameren shall continue to make payments in accordance with the Contract Documents.

7.02

Contractor or Ameren Breach

- a) Ameren may terminate the Contract at any time prior to final acceptance of the Work, without prejudice to any other remedy it has, if any of the following Events of Default occur:
- i) Contractor fails to pay its debts as they mature, including failure to pay any Subcontractor or materialman for any undisputed amount in connection with the Work,
 - ii) Contractor fails to perform any material obligation under the Contract and: (i) if such default is of a nature that it is or may be harmful to the safety of persons or the Project, such default is not immediately commenced to be cured by Contractor or cured within two (2) working Days of Contractor's receipt of Ameren's written Notice thereof, or (ii) for other defaults, Contractor has not commenced to cure such default within ten (10) working Days (1 working Day for critical path Work performed during a Plant outage) or such default is not cured within 30 working Days (five working Days for critical path Work performed during a Plant outage) after Contractor's receipt of written Notice thereof from Owner. The foregoing cure periods shall not be available for Events of Default which, by their nature, cannot be cured or in the event Contractor has repeated (two or more) Events of Default of the same type during the term of the Contract, notwithstanding any attempts to cure the Event of Default by Contractor. In the event it is impossible or impractical for Contractor to cure an Event of Default within the time periods set forth in this Section, Contractor shall notify Ameren, in writing, of the circumstances prohibiting Contractor from curing such default and Ameren and Contractor shall mutually agree on a reasonable expedited extended cure period. Ameren's rights under this paragraph shall not commence until Contractor has accrued the aggregate total of all liquidated damages owed under Section 8.05 hereof, if applicable.
 - iii) Contractor assigns its property for the benefit of its creditors,
 - iv) Contractor has made a material misrepresentation, or
 - v) Contractor files a voluntary bankruptcy petition, or is made a debtor pursuant to an involuntary bankruptcy petition, and fails to assume the Contract within three working Days after the order of relief.
- b) Upon such termination of the Contract, Ameren may:
- i) Correct such default and deduct the direct costs thereof actually incurred from any payment then or thereafter due Contractor under the Contract provided Engineer has certified such cost to Ameren and Contractor, or
 - ii) Employ others to finish the Work, including employment of other Contractors or personnel,
 - ii) Protect the Work and tear down or rebuild or re-execute Defective parts of the Work,
 - iii) Supplement the Work of Contractor by engaging other contractors or persons to perform expedite the Work and charge the cost thereof to the contract price.
- c) If Ameren terminates Contractor's right to continue with the Work as provided in this paragraph, Ameren shall be entitled to:
- i) Take possession of the Work and materials, utilize the construction machinery and equipment; subject to the rights of third parties, finish the Work by whatever method Ameren may consider expedient, but without undue delay or expense;

ii) withhold any payment to Contractor until a final certificate for payment is issued; and
iii) charge Contractor the amount of direct costs actually incurred in completing the Work, including an allowance to cover the cost of corrections to non-compliant Work performed by Contractor that exceeds the unpaid balance of the contract price

d) In the event Ameren chooses to terminate the Contract upon the occurrence of one or more Events of Default, Ameren shall notify Contractor of its decision to terminate the Contract and, except as otherwise provided in this paragraph, Contractor shall be given a reasonable opportunity to remove its equipment from the Premises at a mutually convenient time for the parties. Ameren shall not be relieved from any liabilities Ameren may have to Contractor for Work performed prior to such Notice of termination. Contractor shall not be entitled to any further payment unless thereafter the total costs of completing the Work are less than the amount Contractor claims is due and payable to it.

e) If Ameren chooses not to terminate the Contract, such decision shall not relieve Contractor from liability under the provisions of the Contract for all damages arising from such breach, included but not limited to, the cost of corrective Work.

f) In the event that (a) Ameren fails to make payment to Contractor when due; or (b) Ameren is in default of any of its material obligations under the Contract, and, in each such event such default continues for fifteen (15) Days from the date of Ameren's receipt of Contractor's Notice of default, then Contractor shall have the right, upon Notice to Ameren, to terminate the Contract. Upon such termination, Ameren shall pay Contractor (i) the pro-rata portion of the Contract Price corresponding to Work performed by Contractor on a fixed-price basis, if any, prior to the date of termination, and
(ii) the costs and expenses incurred by the Contractor corresponding to the Work performed by Contractor on a time and material or cost-plus basis, if any, prior to the date of termination, plus overhead and profit at a rate of 10% on items (i) and (ii) and all reasonable and direct costs and expenses incurred or committed to by Contractor's supplier(s) and Subcontractor(s) in connection with such termination (including, without limitation, any contract breakage costs with Contractor's supplier(s) and Subcontractor(s) and any demobilization costs).

7.03

Termination (Without Cause)

a) Ameren may terminate the Contract for its own convenience in whole or in part, by written Notice at any time.

b) If Ameren terminates the Contract in accordance with paragraph (a), above, it will pay Contractor (i) the pro-rata portion of the Contract Price corresponding to Work performed by Contractor on a fixed-price basis, if any, prior to the date of termination, and (ii) the costs and expenses incurred by the Contractor corresponding to the Work performed by Contractor on a time and material and/or cost-plus basis, if any, prior to the date of termination, plus overhead and profit on items (i) and/or (ii) above at a rate of 10% and all reasonable and direct costs and expenses incurred or committed to by Contractor's supplier(s) and

Subcontractor(s) in connection with such termination (including, without limitation, any contract breakage costs with Contractor's supplier(s) and subcontractor(s) and any demobilization costs) (as determined in accordance with standard accounting practices, applied on a consistent basis). Ameren shall be entitled to all material and equipment specifically accumulated for the Work terminated and included in termination charges, shipped at its expense to a place designated by Ameren. In no event shall the aggregate termination charges exceed the contract price of the Work. The termination charges will be credited with prior amounts paid by Ameren under the Contract. If the sum of all previous payments under the Contract with respect to the terminated Work exceeds the termination charges, the excess shall be immediately refunded to Ameren. Contractor agrees to take reasonable steps to minimize termination charges.

7.04 Indemnity by Contractor

a) Contractor shall defend, indemnify and save harmless Ameren, its parent, affiliates and subsidiaries, and their respective directors, officers and employees from and against any and all claims, demands, losses, damages, attorney fees and expenses arising from and to the extent caused by the negligent act or omission of Contractor, its agents, employees, or Subcontractors, including consultants, arising out of or in connection with Contractor's performance of the Work to the fullest extent permitted by Law: (i) for bodily injuries, including death, to any person, including, but not limited to, third parties, employees of Ameren, Contractor or Subcontractor and their respective dependents or personal representatives; (ii) for illness and disease to any person including, but not limited to, third parties, employees of Ameren, Contractor or Subcontractor and their respective dependents or personal representatives; (iii) for physical damage to tangible property of third parties; (iv) for fines and penalties resulting from Contractor's violations of any federal, state or local employment related Laws, such as anti-discrimination Laws (e.g., Title VII, the Americans with Disabilities Act, Pregnancy Discrimination Act, the Equal Pay Act, the Age Discrimination in Employment Act), wage-hours Laws (e.g., the Fair Labor Standards), immigration Laws (e.g., the Immigration and Nationality Act and Immigration Reform and Control Act), the Family and Medical Leave Act, worker's compensation and unemployment; and (v) for fines and penalties arising out of Contractor's violation of any Law. This indemnity obligation shall not apply to the extent liability as set forth in subsections (i) through (v) above is caused by the negligence or wrongdoing of Ameren, its parent, affiliates and subsidiaries, and their respective directors, officers and employees. Ameren shall notify Contractor as soon as reasonably practical upon Ameren's discovery of such claim; provided, that, if Ameren fails to notify Contractor within such timeframe, any additional cost or expense Contractor incurs a direct result of such failure shall be at Ameren's expense. For purposes of this subsection 7.04 and subsection 9.12 LIMITATION OF LIABILITY, any indemnitee and any party, including but not limited to the end user, having an ownership or other financial interest in the facility or facility site, or any party that owns any share or component of the facility site or any power generation equipment located on the site shall not to be deemed a third party. Additionally, Ameren, its affiliates, the

directors, officers, employees, agents and representatives of Ameren and its affiliates, and their customers and their directors, officers and employees, agents and representatives shall not be deemed third parties with respect to claims against each other. This subsection 7.04 shall not apply to liability and costs and expenses arising out of or connected with exposure of Contractor's employees and others to hazardous waste (which shall include asbestos and hazardous waste as defined by the Environmental Protection Agency) and storage and disposal responsibility for hazardous waste except to extent such hazardous waste is brought onto the Premises by Contractor during the performance of the Work.

b) The above indemnification obligation shall not be limited by virtue of worker's compensation acts, disability benefit acts, or other employee benefit acts in claims made by an employee of the Contractor or any Subcontractor.

c) The obligation of Contractor to defend shall not apply to errors and omissions in Ameren's drawings and/or Specifications.

d) Contractor shall not be relieved from its obligations under this Article by the fact that Contractor or Subcontractor is using equipment owned, leased, or licensed by Ameren and used by Contractor at the time of injury or damage.

7.05 Insurance

a) The Contractor shall provide Ameren with certificates of insurance required by paragraph 7.05 evidencing insurance underwritten by a carrier rated at least A-VII by A.M. Best. All such insurance shall be written on an occurrence basis. Contractor shall maintain Insurance of the types and in the amounts described below. The Contractor's Commercial General Liability Insurance shall include Ameren Corporation and its affiliates subsidiaries, as additional insureds, but only to the extent of (i) Contractor's explicit indemnity obligations relating to claims for bodily injury, including death, and physical damage to tangible third party property as expressly set forth under the provisions of Section 7.04 Indemnity hereof; and (ii) Contractor's liability for damage to Ameren's property under the provisions of Section 9.12 LIMITATION OF LIABILITY. To the extent that a covered claim is caused by Contractor's negligence, Contractor's insurance shall be considered on a primary and non-contributory basis to similar insurance maintained by Ameren. The Contractor's Commercial General Liability Insurance shall include a severability of interest clause. To the extent that a covered claim is caused by Contractor's negligence, the insurance carriers affording the coverage required herein to Contractor shall waive all rights of subrogation against Ameren, its affiliates and subsidiaries and their respective directors, officers and employees. Contractor shall not commence Work under the Contract until it has provided a certificate of insurance as evidence of the insurance required herein.

b) The failure to provide or replace certificates of insurance as required herein, the providing of a certificate of insurance that fails to meet any requirement of this paragraph 7.05, or the failure of Ameren to enforce any aspect of this paragraph 7.05, shall not be construed as a waiver or limitation on the part of Ameren to insist upon full compliance

with paragraph 7.05, nor shall it be construed to limit or relieve the Contractor of any liability arising out of or associated with the Contractor's performance of the Contract, including the obligation of the Contractor to provide the required insurance at the required policy limits.

c) Contractor shall provide Ameren thirty (30) Days advance written Notice of Cancellation of any insurance required hereunder. Upon Ameren's receipt of any such Notice of cancellation in coverage, Contractor shall, within thirty (30) Days, procure insurance that is in accordance with terms of the Contract, and deliver evidence of such in the form of a certificate of insurance.

d) The required insurance shall include the following coverages :

1. General Liability Insurance. General Liability Insurance, including:

A. Bodily Injury and Property Damage Liability -Combined single limit of \$1,000,000 per occurrence and in the annual aggregate including, in accordance with policy terms and conditions, Premises - Operations; Independent Contractors and Property Damage

B. Combined single limit of \$1,000,000 per occurrence and in the annual aggregate for Products and Completed Operations with the completed operations liability coverage remaining in effect until three (3) years after Final Completion.

C. [intentionally omitted].

D. Combined single limit of \$1,000,000 per occurrence an in the annual aggregate for Personal Injury and Advertising Injury

2. Excess Liability Insurance. Excess Liability Insurance shall be no less broad than the Contractor's primary employer's liability, general liability and automobile liability insurance with a combined single limit of \$5,000,000 per occurrence and in the annual aggregate.

3. Automobile Liability Insurance. Contractor shall maintain Automobile Liability insurance with a combined single limit of \$1,000,000 each accident. Such insurance shall include all owned, hired, and non-owned vehicles used by Contractor in the performance of the Work.

4. Workers Compensation Insurance. Contractor shall maintain Workers Compensation Insurance as required by Law and Employer's Liability Insurance for all its employees at the site of the Project, as follows:
Coverage A (Workers Compensation) -Statutory

Coverage B (Employer's Liability)

Bodily Injury by Accident - Each Accident \$1,000,000

Bodily Injury by Disease - Policy Limit \$1,000,000

Bodily Injury by Disease - Each Employee \$1,000,000

All States Endorsement

Voluntary Compensation Endorsement

5.

Professional Liability Insurance. If applicable to the Work being performed, Contractor shall maintain Professional Liability Insurance with of \$1,000,000 per claim and in the policy aggregate.

e) In the event Contractor contracts any of the Work to Subcontractors, Contractor will require all such Subcontractors carry such insurance types and levels as are appropriate for the scope of such Subcontractor's work, unless alternate requirements are approved by Ameren in writing. Prior to the commencement of any Work or services on Ameren's premises, Contractor shall be responsible to obtain separate Certificates of Insurance from each Subcontractor.

f) Certificates of Insurance shall be sent to: Ameren, Process & Performance (MC 1105), PO Box 66149, St. Louis, Missouri 63166-6149.

7.06 Patents

a) Contractor shall at its own expense defend or at Contractor's option settle any claim brought against Ameren, its successors or assigns, from third parties alleging infringement rights in, to, or under any United States patents or inventions arising out of the Work provided by Contractor to Ameren under this Contract. Contractor agrees to pay, subject to the limitations set forth herein, any final non-appealable judgment entered against Ameren on such issue in any such claim defended by Contractor. Ameren may, at its option, be represented by counsel of its own selection, at its own expense. Ameren shall notify Contractor as soon as reasonably practical after Ameren becomes aware of such claim; provided, if Ameren fails to so notify Contractor, any additional cost or expense incurred by Contractor as a direct result of such failure shall be at Ameren's expense. Contractor's obligations under this Section are conditioned upon Contractor's exclusive control over the defense and/or settlement of such claim.

b) In the event any part of the Work is found to constitute infringement and/or its use is enjoined by a court of competent jurisdiction, Contractor shall, or at any time after a claim of infringement arises Contractor may, promptly either (1) secure for Ameren the perpetual right to continue the use of such part of the Work by procuring for Ameren a royalty-free license or such other permission as will enable Contractor to secure the suspension of any injunction, or (2) replace at Contractor's own expense such part of the Work with a functionally equivalent non-infringing part or modify it so that it becomes non-infringing.

c) To the extent such infringement claim results from any Work that is specified by Ameren, made to Ameren's design, modified by Ameren or third party, provided by Ameren, or not used, installed, operated, maintained, repaired or replaced in all material respects in accordance with Contractor's commercially reasonable instructions or the Work is used in conjunction with any other product in a combination not furnished by Contractor or specified in the Contract Documents, Contractor assumes no patent infringement liability under this section.

7.07 Products of Services.

a) The Contract grants no license or right to Contractor to use, execute, reproduce, display, perform, distribute externally, sell copies of, or prepare derivative works based upon, any Ameren materials, except that Contractor may exercise the foregoing rights of use, execution,

reproduction and adaptation within its own organization solely for the purpose of performing the Work. Upon completion of such performance, all Ameren materials (excluding any adaptations thereof) shall be returned in their entirety to Ameren.

b) Any patents, copyrights, trade secrets, know-how and any other intellectual property rights (Intellectual Property Rights) held or produced by Contractor, whether before or after the commencement of the Contract, relating to the Work performed under the Contract shall remain the property of Contractor. Except as set forth in Section 3.02(c) of this Agreement, nothing in these provisions grants or implies any right or title to Ameren to any Intellectual Property rights now or hereafter owned or controlled by Contractor.

8.00 PAYMENT AND COMPLETION

8.01 Retainage

a) If provided in the Contract Documents, Ameren will withhold the specified percentage of the amount of each progress payment made to Contractor.

b) Upon Final Acceptance of the Work, Contractor may submit a payment request for all remaining retainage withheld.

i) If a good faith Dispute exists as to whether one or more items have been completed pursuant to the Contract, Ameren may continue to withhold an amount not to exceed two hundred percent (200%) of the total estimated costs to complete such items (as estimated by the Ameren Engineer).

ii) Ameren need not pay or process any payment request for the remaining retainage if:

1. Contractor has, in whole or in part, failed to complete the Work;
2. Contractor has failed to perform its contractual responsibilities, if any, with regard to the requirements preceding Final Completion;
3. the remaining retainage is the subject of a good faith Dispute; or
4. the remaining retainage is the subject of a claim or demand by Ameren or any Subcontractor.

iii) Payment of any remaining retainage shall be made after Final Acceptance, all claims have been resolved and proper application has been made by Contractor therefore pursuant to the terms of this Section 7.

8.02 Final Acceptance

a) Prior to requesting Ameren inspection for Certification of Substantial Completion, Contractor is to complete the following and list known exceptions in request:

i) Application for Payment, showing either one hundred (100%) percent completion for portion of Work claimed as "substantially complete", or listing incomplete items, value of incomplete items of Work, and reasons for being incomplete. Application must include supporting documentation for completion.

ii) [intentionally omitted].

iii) Contractor shall have completed the Work except for items on the Punch List prepared by Contractor and Ameren.

b) [intentionally omitted].

c) Upon receipt of Contractor's request, Ameren shall either proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, Ameren shall either prepare Certificate of Substantial Completion, or advise Contractor of Work which must be performed prior to issuance of Certificate of Substantial Completion; and repeat inspection when requested and assured that Work has been substantially completed. Results of completed inspection shall form initial "punch-list" for Certificate of Final Completion.

d) Prerequisites for Certificate of Final Completion.

i) General. Prior to requesting Ameren's final inspection for Certificate of Final Completion and Final Payment, as required by the Contract and these General Conditions, the Contractor must complete the following and list known exceptions (if any) in its request:

1. Submit final Application for Payment with final release and supports not previously submitted and accepted as specified.
2. Submit updated final statement, accounting for Extra Work.
3. Submit certified copy of Contractor's final punch-list of itemized Work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by Contractor.
4. Submit consent of surety from Contractor and Subcontractors, if required by the Contract.
5. Submit as-built drawings, parts and replacement lists, diagrams, instructions, maintenance manuals, warranties, final Project photographs and similar final record information.
6. Submit specific warranties, workmanship/maintenance bonds, final certification and similar documents if and as required by the Contract.
7. Deliver tools, spare parts, extra stocks of materials and similar physical items as required by the Contract to Ameren.
8. Clear Premises of debris, refuse, scrap material or rubbish of any sort resulting from Contractor's or Subcontractor's operations, all windows, floors, walls, machinery and other surfaces involved in the Work are clean and free from stains, markings or other disfigurement.
9. Complete start-up testing of systems, and instructions of Ameren's operating/maintenance personnel, if and as required by the Contract.
10. All required performance tests shall have been completed and satisfaction of Performance Guarantees, if any, been certified by Ameren.
11. Complete or discontinue (or change over) and remove from the Project site temporary facilities and services, along with construction tools and facilities, mock-ups, and similar elements.

e) Re-inspection Procedure. Upon receipt of Contractor's Notice that Work has been completed, including punch-list items resulting from earlier inspections, and excepting incomplete items delayed because of acceptable circumstances, a Force Majeure event or other provisions of the Contract, Contractor and Ameren shall re-inspect Work. Upon completion of reinspection, Ameren shall either prepare the Certificate of Final

Completion or advise Contractor of any Work not completed or obligations not fulfilled as required for the Certificate of Final Completion. If necessary, this procedure shall be repeated until Final Completion is attained.

f) When the Work has been completed in all respects in accordance with the Contract and the Plans and Specifications, and all remaining items to be completed by Contractor pursuant to the Certificate of Substantial Completion have been completed, in each case, to the full requirements of the Contract, Contractor shall deliver to Ameren a written Notice that the Work has been completed and Ameren will then prepare and provide to Contractor a Certificate of Final Completion. Projects bid with a segregation of costs for separate, independent portions may, at Ameren's discretion, have each of the separate portions accepted individually. In the event (i) Ameren fails to issue the Certificate of Final Completion or notify Contractor that Final Completion has not in fact been met, or (ii) Ameren begins commercial use of the Work, in each case, within ten (10) business Days from Ameren's receipt of Contractor's Notice of Final Completion, then Final Completion shall be deemed to have occurred as of the date set forth in Contractor's Notice. The date of Final Acceptance of the Work as stated on the Certificate of Final Completion or otherwise shall be the official completion date relating to the assessment of liquidated damages, unless otherwise specified in the liquidated damages provisions of the Contract Documents.

8.03 Payments and Lien Claims

a) No certificate given or payments made shall be considered as conclusive evidence of the performance of the Contract, either in whole or in part, nor shall any certificate or payment be construed as acceptance of any Defective part of the Work.

b) Each payment request shall be accompanied by an Application for Payment and by such supporting documentation as Ameren may reasonably require. Such supporting documentation may include the following items:

- i) Certification from the Ameren Engineer or SPOC that Contractor has completed the on-site Work for which it seeks payment.
- ii) For time and materials or cost-plus work, a detailed invoice listing all payments made by Contractor during the month covered by the applicable payment request which are applicable to the amount claimed. Sales taxes for the applicable items to be charged shall be itemized as separate line items within the payment application or an affidavit stating the sales taxes have been paid to the state on all items of Work furnished with each payment application. Contractor and Subcontractors shall furnish a copy of its sales tax identification number for the state in which the Project is located with the first Application for Payment.
- iii) Fully executed and notarized affidavits and waivers of Lien as required by Attachment A, such forms to be revised an appropriate for Work performed on a fixed-price basis.

iv) [intentionally omitted].

v) For time and materials or cost-plus work, if applicable, the Contractor and each Subcontractor's weekly payroll detailing the hours worked by each person employed by Contractor or its Subcontractor.

c) Ameren shall notify Contractor if Ameren reasonably disputes the payment request as soon as reasonably practical after receiving the Application for Payment from Contractor and shall state, in writing and in reasonable detail, the reasons for such dispute. Ameren may decline to certify payment and may withhold the Payment in whole or in part as provided herein, to the extent reasonably necessary to protect the interest of Ameren, but only to the extent of disputed amounts. If Ameren is unable to certify that the statements in the Application for Payment are factual and true and to certify that the amount of the payment request accurately reflects the proportionate amount of Work claimed to have been performed and is unable to sign the Certificate of Payment for the amount of the payment request, Contractor will be notified. If Contractor and Ameren are unable to agree on a revised amount, Ameren will approve the payment request for the amount for which Ameren is able to certify as being due Contractor. Any provision hereof to the contrary notwithstanding, Ameren shall be entitled to withhold payment in proportion to the cause for such withholding which shall be reasonably determined by Ameren if any one or more of the following conditions exist:

i) Contractor is in material default of any of its obligations hereunder or under any of the Contract Documents, Ameren has provided Contractor Notice thereof and Contractor has failed to provide a remedy as required by the Contract, or

ii) Any part of such payment is attributable to Work which is Defective or not performed in accordance with the Contract Documents; provided, however, that (1) payment shall be made for specific portions of the Work which is performed in accordance with the Contract Documents and is not Defective unless such Work must be removed or altered in order to replace Defective Work and (2) Ameren shall notify Contractor of Work which is Defective, or not performed in accordance with the Contract Documents and give Contractor a reasonable time to perform such corrective Work, or

iii) Contractor has failed to make payments when due to Contractor's Subcontractors or for material or labor used in the Work, or

iv) Reasonable evidence that the Work cannot be completed for the remaining balance of the contract price where the extent of the overrun is an amount greater than the amount of any retention held by Ameren, or

v) Intentional or willful damage by Contractor to Ameren's property or the property of others on the Premises, or

vi) Incomplete or inadequate documentation with the payment request, or

vii) A Lien or attachment is filed by Contractor or its Subcontractors and such Lien has not been discharged.

d) When the above grounds are removed and if the payment request is in order, Ameren shall pay to Contractor, not later than thirty (30) Days after receipt of all information required or such other time period as may be provided in the Contract Documents, the amount shown and approved to be properly due to Contractor less any previous payments made relating

to the cost of the Work, and less any amounts of "Retainage" withheld by Ameren pursuant to the Contract Documents.

e) Contractor agrees to make prompt payment to all Subcontractors, laborers, material men and all other entities entitled to payment on account of the Work. Contractor agrees to keep the Work and the Premises free and clear of any and all Liens and claims of Subcontractors, and Contractor's laborers, material men and any other Contractor parties entitled to Liens against the Work, the Premises or any part of the Premises, with respect to the Work. If a Lien shall be filed or recorded for amounts included in such payment under the applicable Mechanic's Lien Laws, Contractor after written Notice from Ameren shall settle, bond or otherwise discharge such Mechanic's Lien within ten (10) Days thereafter.

f) The title to Work as such Work is constructed upon the Project and title to all materials to be incorporated in the Work shall pass to Ameren upon such payment for same.

g) Ameren shall not be obligated to make Final Payment to Contractor until the Work has attained Final Completion, including the satisfaction of any Performance Guarantees, or in the event Contractor fails to produce, all receipts, releases or other evidence showing that Contractor has paid all amounts due to Governmental Authorities, Subcontractors or labor organizations arising from the Work.

8.04

Certification and Audit

a) Contractor will provide at the written request of Ameren, a certification by Contractor's controller or chief financial officer that any amounts invoiced to Ameren by Contractor were calculated in accordance with the Contract.

b) Ameren may, upon reasonable Notice, audit the records of Contractor at its Field or District Office during regular business hours, during this Contract and for a period of three (3) years after Final Payment is made by Ameren to Contractor under this Contract for the limited purpose of determining the accuracy of Contractor's invoices for time and material or cost-plus work. Such audits may be performed by an Ameren's representative or an outside representative engaged by Ameren. Compensation paid on a fixed-price or lump-sum basis and Contractor's calculations of overhead and profit shall not be auditable by Ameren.

c) For purposes hereof, Contractor's "records" means any and all information, materials and data of every kind and character, whether hard copy or in electronic form, which form the basis for calculating Contractor's time and material or cost-plus invoices.

d) [intentionally omitted].

e) If an audit discloses overpricing or overcharges of one percent (1%) of the total amount paid or to be paid to Contractor or \$200,000 whichever is less, in addition to making adjustments for the overcharges, the reasonable actual cost of Ameren's audit shall be reimbursed to Ameren by the Contractor. Any adjustments and/or payments that must be

made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within ninety (90) calendar days from presentation of Ameren's findings to Contractor.

8.05 Delay in Completion--Liquidated Damages

In the event (i) the Contract Price exceeds one million dollars (\$1,000,000) or such lesser amount if specified in the Contract Documents; (ii) the Work is subject to a designated date for completion of all or any portion of the Work; and (iii) the Work is not completed by the date set forth in the Project Schedule, for reasons not excused under the Force Majeure provisions of the Contract, or otherwise, Ameren may sustain damage and it is, and will be, impractical and extremely difficult to determine the actual damage that Ameren will sustain by reason of the delay. It is therefore agreed that, in lieu of actual damages for such delay and not as a penalty, the Contractor will pay to Ameren, as liquidated damages, the amount set forth in the Contract Documents. The total aggregate cap on the liquidated damages provided in this Section 8.05 shall be no greater than 10% of Contract Price; provided, however, that, in the event the ten percent (10%) cap on delay liquidated damages is reached and the Work is still not complete, Owner may, in addition to the liquidated damages provided for in this Section and in its sole discretion, terminate this Contract for Contractor default under Article 7.02 of this Contract. In the event the Contract Documents fail to specify liquidated damages as described in this Section 8.05, the Parties agree that no liquidated damages shall be assessed against Contractor and that Contractor shall not be liable for and that Ameren waives any and all rights to make any claim against Contractor for any damages, costs, expenses or losses of any kind arising from Contractor's unexcused late performance of the Work except in the event such unexcused late performance of the Work results in an Event of Default under Article 7.02 of this Contract. If the Contractor fails to pay liquidated damages when due, Ameren may deduct the amount thereof from any money due or that may become due the Contractor under the Contract. Ameren's remedy under this Section 8.05 shall be Ameren's sole and exclusive remedy against the Contractor for unexcused failure to meet the scheduled completion date. Notwithstanding the foregoing, Contractor shall not be liable for any liquidated damages where Owner has not incurred any damages as a direct result of Company's delay.

9.00 MISCELLANEOUS CONTRACT PROVISIONS

9.01 Regulation of Visitors, Photographs and Press Releases

- a) Contractor shall not permit visitors on the Premises without the prior consent of Ameren.
- b) Contractor may not use Ameren's name or photographs taken by the Contractor on or in the vicinity of the Premises in Contractor's advertising without the prior written consent of Ameren.
- c) The Contractor shall not make any verbal or written statement to any press or news media relative to the Work of the Contract, Ameren, or Ameren Engineer without obtaining prior written consent from Ameren.

9.02 Confidentiality.

- a) A receiving Party of Confidential Information shall not disclose such Confidential Information, directly or indirectly, under any circumstances or by any means, to any third person without the express written consent of disclosing Party, except to those of the receiving Party's employees,

consultants, agents and subcontractors to whom such Confidential Information must necessarily be disclosed in connection with the Work..

b) The Parties will not use Confidential Information provided by the other Party except as may be necessary to perform the Work or permitted use called for by this Contract. The obligations of nondisclosure and nonuse shall survive the expiration or termination of this Contract.

c) Confidential Information will be made available to the Party's employees, consultants, agents and subcontractors only on a "need to know" basis and only after notifying such employees, consultants, agents and subcontractors of the confidential nature of the information and after having obligated them to nonuse and nondisclosure obligations no less restrictive than those set forth herein. The Parties agree to take all reasonable precautions to protect the confidentiality of Confidential Information and, upon request of the disclosing Party, to return any documents which contain or reflect such Confidential Information.

d) Unless waived by the disclosing Party, the receiving Party shall require its employees, consultants, agents and subcontractors of any tier to adhere to confidentiality and non-use obligations no less restrictive than those set forth herein.

e) Publication or advertising of information directly derived from the Project or the Work or data obtained in connection with services rendered under the Contract must first be approved in writing by each Party. Neither Party shall release any information for publication or advertising purposes relative to the material, equipment and or services furnished under the Contract Documents without the prior written consent of the other Party. Except as to signs required by building department regulations or any other governmental requirements, Contractor shall not display or permit any signs or advertisements to be displayed about the Project site nor publicize in any manner its performance of the Work without the express written permission of Ameren.

9.03 Notices

Notices hereunder ("Notice") may be given by any means reasonably calculated to timely apprise the other party of the subject matter thereof and no Notice shall be deemed deficient if in writing, or promptly confirmed in writing, and personally delivered, by express courier, or mailed first-class, postage prepaid, or sent by electronic mail or facsimile. Notice shall be deemed given on (i) the date of delivery or refusal in the case of personal delivery, (ii) the delivery or refusal date, as specified on the return receipt, in the case of overnight courier, express courier, or registered or certified mail or (iii) when received by the person to whom it is addressed in the case of an e-mail or facsimile. All Notices to Ameren must be delivered to the SPOC to be effective. All notices to Contractor must be delivered to Contractor's local business office as shown in the Contract Documents or to contractor's Project Manger to be effective.

9.04 No Third Party Beneficiaries

No provision of the Contract is intended or shall be construed to be for the benefit of any third party.

9.05 Supplier Certification and Verification

(1) In order to provide a safe and healthy working environment and to ensure that Contactor complies with the minimum mandatory requirements of the Contract Documents, Ameren has instituted a Supplier Certification Program.

In order to obtain certification, Contractor must meet Ameren's minimum mandatory compliance requirements by completing and submitting proof of relevant compliance information, including insurance certificates, licenses, business classifications, safety experience rates, training initiatives, quality information, environmental compliance and other business data required by Ameren under the Contract Documents, as appropriate. Ameren will use this consolidated and verified information to determine Supplier's compliance with the Contract Documents and thus Ameren's corporate Supplier Certification Program, thereby qualifying Supplier to work at any Ameren site.

(2) Ameren has contracted with a third-party verification company (Browz Group, LC) to collect, verify and manage relevant documentation. Contractor shall register directly with Browz for the Supplier Certification Program and shall submit all compliance information, supporting documentation and fees for verification and processing no later than 10 days from the Effective Date of this Agreement. For further instructions contact Browz Buyer Services at (888) 276-9952.

9.06 Continuance of the Work. In case of any Dispute, and unless the Contract has been terminated by either Party pursuant to its terms, Contractor shall continue to diligently prosecute the Work and maintain its progress, and Ameren shall continue to make payments to Contractor for those portions of the Work completed that are not the subject of Dispute in accordance with the Contract.

9.07 Corporate Compliance Policy Disclosure Requirements

Ameren has adopted certain rules and principals contained in its Corporate Compliance Policy which, among other things:

(1) generally prohibits Ameren directors and employees from seeking or accepting, directly or indirectly, personal gain from anyone soliciting or doing business with Ameren (other than for items of nominal or modest value);

(2) prohibits directors and employees from knowingly accepting any gifts (even of a modest value) from third parties who are involved in negotiations to do business with Ameren or if the employee is part of a sourcing team;

(3) requires the disclosure of a director's or employee's (or of a family member of a director or employee) investment in, or other business relationship with, third parties who do business with, or are involved in negotiations to do business with, Ameren, except those investments or other business relationships which are immaterial to both the employee and the third party; and

(4) requires the disclosure of a familial relationship between an Ameren director, executive employee,

or an employee who is part of a sourcing team and an employee or director of a third party who does business with, or is involved in negotiations to do business with, Ameren.

Contractor agrees that it will report any known attempted or actual violations of the prohibitions contained in paragraphs (1) or (2) above, at any time during the negotiation, execution or performance of any agreement or other business arrangement between the parties, to Ameren's ethics reporting service which can be reached by calling 1-866-294-5492. Contractor further agrees that it will provide Notice to Ameren of any known business or familial relationships described in paragraphs (1) or (2) above, whether currently existing or which develop during the negotiation, execution or performance of any agreement or other business arrangement between the parties, pursuant to the Notice requirements contained herein.

9.08 APPLICABLE LAW;WAIVER OF JURY TRIAL

THE CONTRACT AND ALL ITEMS IN DISPUTE THEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE WHERE THE PREMISES IS LOCATED, AND SHALL BE DEEMED TO HAVE

BEEN EXECUTED AND PERFORMED IN SUCH STATE. EACH OF THE PARTIES HERETO:

(I)

HEREBY IRREVOCABLY SUBMITS ITSELF TO THE EXCLUSIVE JURISDICTION OF (A) THE

CIRCUIT COURT OF THE COUNTY WHERE THE PREMISES IS LOCATED, AND (B) THE UNITED

STATES DISTRICT COURT FOR THE FEDERAL DISTRICT IN WHICH THE PREMISES IS LOCATED, AS WELL AS TO THE JURISDICTION OF ALL COURTS FROM WHICH AN APPEAL

MAY BE TAKEN FROM SUCH COURTS, FOR THE PURPOSES OF ANY SUIT, ACTION OR OTHER

PROCEEDING BROUGHT BY THE OTHER, OR ITS RESPECTIVE SUCCESSORS OR PERMITTED

ASSIGNS, WITH RESPECT TO THE CONTRACT, AND (II) TO THE EXTENT PERMITTED BY

APPLICABLE LAW, HEREBY WAIVES, AND AGREES NOT TO ASSERT, BY WAY OF MOTION, AS

A DEFENSE OR OTHERWISE IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY CLAIM THAT

IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF THE ABOVE-NAMED COURTS,

THAT THE SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, OR

THAT THE VENUE OF THE SUIT, ACTION OR PROCEEDING IS IMPROPER IN SUCH COURTS.

EACH PARTY HEREBY EXPRESSLY WAIVES ALL RIGHTS OF ANY OTHER JURISDICTION WHICH THEY MAY NOW OR HEREAFTER HAVE BY REASON OF ITS PRESENT OR SUBSEQUENT RESIDENCE OR DOMICILE.

EACH PARTY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY, TO THE EXTENT PERMITTED BY LAW, OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF

ACTION ARISING UNDER THE CONTRACT, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR

CAUSE OF ACTION SHALL BE DECIDED BY THE COURT WITHOUT A JURY AND THAT ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR COPY OF THE CONTRACT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE CONTRACT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

9.09 DISPUTE RESOLUTION

(a) Notice of Dispute. Either Party asserting the existence of a Dispute under, arising out of, in connection with or related to the Contract shall deliver a written Notice (a "Dispute Notice") to the other Party describing the nature and substance of the Dispute. The Dispute Notice shall be delivered to the attention of the other Party's designated recipient for notices under the Contract or, in his/her unavailability, to such individual's direct supervisor.

(b) Initial Negotiation. The Parties shall then attempt in good faith to resolve the Dispute through negotiations by their respective authorized representatives during the fifteen (15) days following delivery of the Dispute Notice; provided, that upon the written agreement of the Parties, such fifteen-day period may be extended up to an additional fifteen (15) days. If such negotiations result in an agreement in principle among such negotiators to settle the Dispute, they shall cause a written settlement agreement to be prepared and signed by the Parties, whereupon the Dispute shall be deemed settled, and not subject to further dispute resolution hereunder.

(c) Executive Negotiation. If the Parties do not resolve and/or settle the Dispute within the negotiation period set forth in subsection 9.09 (b), the Parties shall then attempt in good faith to resolve the Dispute through negotiations by their respective authorized executive officers during the ten (10) days following the end of the negotiation period under subsection 9.09 (b) before pursuing any of the further means of dispute resolution hereunder. Upon the written agreement of the Parties, the negotiation period may be extended up to an additional ten (10) days. If such negotiations result in an agreement in principle among such negotiators to settle the Dispute, they shall cause a written settlement agreement to be prepared and signed by the Parties, whereupon the Dispute shall be deemed settled, and not subject to further dispute resolution.

(d) Mediation. Subject to subsection 9.09(e), if the Parties do not resolve and/or settle the Dispute through the negotiations described in subsections 9.09 (b) and 9.09 (c), all remaining Disputes shall then be submitted to mediation within ten (10) days from written notice of concluded negotiations following the Commercial Mediation Rules published by the American Arbitration association. Unless the Parties agree otherwise, mediation shall be held in St. Louis, Missouri.

This agreement to mediate and any other agreement or consent to mediate entered into in accordance with this agreement shall be specifically enforceable under the prevailing law of any court having jurisdiction. Notice of the demand for mediation shall be filed in writing with the other Party to this Agreement. The demand for mediation shall be made within a reasonable time, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the provisions of Section 9.12(d).

(e) Other Dispute Resolution Procedures. Notwithstanding the provisions set forth above in this subsection 9.09, the Parties may, by mutual

agreement, submit any Dispute for resolution in any other manner that they may agree to in writing at the time such Dispute arises; provided, however, that a Party's agreement to any such other dispute resolution procedure with respect to any particular Dispute shall not act as a waiver of the right of any Party to have any other Dispute resolved in accordance with the Dispute resolution procedures set forth above in this Section 9.09.

(f) In the event the dispute resolution procedures set forth in this Section 9.09 are unsuccessful, the provisions of Section 9.08 shall apply.

(g) Confidential

Settlement Context. All negotiations, discussions, offers, counter offers, data exchanges, proposed agreements and other communications between the Parties in connection with any of the pre-litigation negotiations or other Dispute resolution procedures contemplated by subsections 9.09 (a), (b), (c) and (d) are to be deemed as having been made, exchanged and taken in confidence subject to the confidentiality provisions hereof. Without limiting the preceding sentence, all such communications shall be deemed to be in the context of attempting to settle a disputed claim, shall not be construed, or be admitted in evidence in any related or unrelated arbitration, litigation or other adversary proceeding, as an admission or agreement as to the liability of any Party to such proceeding.

9.10 Site Conditions

Except to the extent set forth in Section 2.02, Contractor takes no responsibility and shall have no liability for pre-existing physical site conditions, including, but not limited to, sub-surface conditions, historical artifacts, hazardous materials, structural integrity of existing steel structures, and buried or concealed conditions. Contractor shall have no liability or responsibility for any pre-existing asbestos, lead based paints, pollution, contamination or other hazardous or toxic material or for the generation, emission, or disposal of such substances. In the event asbestos, lead based paint or other hazardous material is encountered in the course of the Work, Contractor shall notify Ameren and immediately stop Work in the area until Ameren abates these substances. Delays or additional costs encountered by Contractor as a result of its encounter with such hazardous materials shall result in an equitable adjustment in the Contract Price and schedule. Ameren shall protect and indemnify Contractor against any and all claims or liabilities filed against or incurred by Contractor based on such pre-existing conditions, hazardous waste or hazardous materials. Further, except with respect to hazardous materials brought on-Site by Contractor, Contractor shall not be liable for any hazardous waste or hazardous materials which may be created, generated or result from the Work performed by Contractor and Contractor shall not be responsible for disposal and/or storage of any waste or materials not brought on-Site by Contractor.

9.11 Taxes

(a) The Contract Price shall include, and the Contractor shall pay, all taxes and assessments for unemployment insurance, workers' compensation, social security and disability benefits, and other taxes which are based upon the compensation paid to persons employed by Contractor or its subcontractors for the performance of any Work under the Contract.

(b) The Contract Price shall include all applicable foreign, federal, state and local income, duties, excise, and similar taxes payable with respect to this Contract pursuant to laws or regulations in effect on the first day of the Contractor's proposal. The price excludes all other duties, excise, or similar taxes assessed by any governmental body or agency with respect to the equipment and services, including increases in the amount of any tax or duty due to changes in laws or regulations, which become effective after the first date of the Contractor's proposal, other than tax increases based on Contractor's income. If the Contractor is required to pay, or if Ameren is required to withhold any tax or duty not included in the price of the equipment or service, then the amount of such tax shall be paid to the Contractor by Ameren in addition to the prices provided herein. Contractor shall give prompt written Notice to Ameren in the event it is notified of any additional tax applicable to the Work.

(c) Ameren will pay or reimburse Contractor all sales, use, and other similar taxes, which may be levied or assessed in connection with the transfer of the material, equipment (and services, if applicable) furnished by the Contractor. Unless specified otherwise in the Contract Documents, the Contract Price does not include any such taxes. Ameren will provide the Contractor with any exemption certificates and other relevant documents in sufficient time to claim any tax exemptions associated with a Project, but in all events no later than prior to shipment of material. Additional taxes along with associated interest and penalties assessed to Contractor by government authorities for denied exemptions shall be Ameren's responsibility. (d) The firm price shall include or, if pricing is non-firm, the Contractor will invoice Ameren for, and Ameren shall pay, all sales, use, and other similar taxes, associated with tools, rentals, and consumables utilized during erection or installation, or for the performance of any other work under the Contract.

9.12 LIMITATION OF LIABILITY

(a) Except as set forth in Section 9.12(b), Contractor's liability to Ameren under these General Conditions of Contract or any Contract or under any cause of action relating to the subject matter of these General Conditions of Contract or any Contract, whether based on or pleaded or alleged in contract, warranty, tort (including negligence), strict liability, product liability, professional liability, indemnity, contribution, or otherwise, will not exceed the Contract Price for the Work which results in such liability or, in the event the Contract Price is less than \$100,000, Contractor's liability to Ameren shall not exceed \$100,000.00.

(b) The dollar limitation of liability set forth in Section 9.12(a), shall not apply to: (i) Contractor's liability for the indemnity obligations expressly set forth in Section 7.04 Indemnity by Contractor for claims brought by third parties against Ameren; (ii) claims for damage to Ameren property, but only to the extent such claims are caused by Contractor's negligence, which liabilities shall be separately capped in their entirety at an aggregate of \$3,000,000 with respect to any Project and Ameren voluntarily waives any and all rights to any amounts in excess of such \$3,000,000; and (iii) Contractor's liability under Section 7.06 herein for intellectual property claims.

(c) Contractor, its affiliates and its employees, subcontractors and suppliers will not be liable to Ameren under these General Conditions of Contract or any Contract or under any cause of action relating to the subject matter of these General Conditions of Contract or any Contract, whether based on contract, warranty, tort (including negligence), strict liability, product liability, professional liability, indemnity, contribution, or otherwise, for loss of profits or revenue or business opportunity, loss by reason of shutdown of Ameren's facilities or inability to operate Ameren's facilities at full capacity, cost of obtaining other means for performing the function of the equipment, increased cost of equipment or services outside Contractor's scope of Work, costs of replacement power or capital, claims of Ameren's customers, or incidental, or consequential damages of any nature. For clarity, amounts payable by Contractor as liquidated damages under the provisions of Section 8.05 shall not be deemed consequential damages.

(d) Contractor will not be liable to Ameren for any loss or damage relating to any portion or component of the Work which is sustained after three (3) years have passed since the Final Completion of such Work. Ameren. Each Party will have waived its right to initiate legal action under this Contract or under any cause of action relating to the subject matter of this Contract unless such Party commences such legal action within one year from the date on which such Party sustains the loss or damage which is the subject of the Dispute and are proceeding in good faith but have not completed, the Dispute resolution procedures set forth in Section 9.09.

(e) The provisions of this subsection 9.12 shall prevail over any inconsistent provisions elsewhere in the Agreement or any Contract Document. This provision shall survive termination of the Agreement or any Contract.

9.13 Entire Agreement

The Contract Documents contain the entire understanding between Ameren and Contractor, and supersede any prior oral and written understandings between Ameren and Contractor concerning the Work, including any document which is not expressly incorporated by reference into the Contract. No modification to the Contract Documents or these General Conditions of Contract will be effective unless in writing duly executed by Ameren and Contractor. These General Conditions of Contract and any Contract are binding on the parties and their respective successors and assigns.

9.14 Invalidity

If a final decision of a court of competent jurisdiction holds invalid a portion of any sentence of these General Conditions of Contract, or a sentence of any subsection of these General Conditions of Contract, or a subsection of any Section, or any Section of General Conditions of Contract, the remainder of such sentence or subsection or Section of these General Conditions of Contract, as the case may be, shall be valid.

9.15 Remedies Exclusive

To the extent a remedy is expressly set forth for a claim herein, both Parties agree that such remedy is sole and exclusive and each Party hereby waives any and all other rights and remedies at law and equity.

ATTACHMENT A

AMEREN CORPORATION AND SUBSIDIARIES
COLLECTION OF LIEN WAIVERS

It is Ameren's policy to collect waivers of lien from all Contractors (and certain First- and Second-Tier Subcontractors A " Contractor" is an entity that has a direct contract with an Ameren company. A "First-Tier Subcontractor" is an entity that has a direct contract with the Contractor. A "Second-Tier Subcontractor" is an entity that has a direct contract with a First-Tier Subcontractor.) before payment of any

Contractor invoice on projects where: (1) the Contractor provides equipment, materials or labor, and (2) the equipment, materials or labor improve the value of an Ameren power generating station or substation or other real property** Examples of covered projects include: labor, equipment and materials incorporated into construction projects, or used in connection with repairs or maintenance performed at, Ameren-owned buildings, facilities or transmission poles, towers or lines; drawings produced by a design professional for improvements,

modifications or additions to an Ameren building or facility; and equipment, appliances, or materials which become permanently affixed to Ameren-owned real property.

**; and (3) the purchase order (P.O.) issued by Ameren for the work to be performed by the Contractor is for an amount

greater than or equal to \$50,000.

If waivers of lien are required pursuant to the above requirements, each Contractor must submit the documentation outlined in this document with each Contractor invoice equal to or greater than \$25,000 in order for the invoice to be considered for payment.

1. Initial Invoice Requiring Waivers of Lien

Together with the first invoice submitted by a Contractor which meets the three requirements above, the Contractor shall submit the following for all work performed by Contractor through the last date of the invoice billing period:

A. Contractor's Affidavit for Progress Payment - Exhibit A; and

B. Contractor's Partial Waiver of Lien - Exhibit B.

2. Subsequent Invoices

For each subsequent Contractor invoice greater than or equal to \$25,000, the Contractor shall submit the following for work performed through the last date of the invoice billing period:

A. Contractor's Affidavit for Progress Payment -
Exhibit A;

B. Contractor's Partial Waiver of Lien -
Exhibit B;

C.
Subcontractor's Partial Waiver of Lien -
Exhibit C, which Contractor shall submit for each of its direct
subcontractors ("First-Tier Subcontractors") identified in the
Contractor's Affidavit for Progress Payment that
Contractor included with its immediately prior invoice, for whom the
"Contract Price" is equal to or greater
than \$250,000 and the "Amount Due Through Last Date" is equal to or
greater than \$100,000; and

D.
Subcontractor's Partial Waiver of Lien -
Exhibit C, from each First-Tier Subcontractor's direct
subcontractor ("Second-Tier Subcontractor") identified on the most recent
previous First-Tier Subcontractor's
Partial Waiver of Lien for whom the "Contract Price" is equal to or
greater than \$250,000 and "Amount Due
Through Last Date" is equal to or greater than \$100,000.

3. Final Invoice

Together with the Contractor's final invoice, the Contractor shall submit
the following for all work performed on the
construction project covered by the P.O.:

A. Contractor's Affidavit for Final Payment -
Exhibit D;

B. Contractor's Unconditional Final Waiver of Lien -
Exhibit E;

C. Subcontractor's Unconditional Final Waiver of Lien (Exhibit F), from
each First-Tier Subcontractor identified in the Contractor's Affidavit
for Final Payment, where the "Contract Price" with respect to such
First-Tier Subcontractor is equal to or greater than \$250,000, and

D. Subcontractor's Unconditional Final Waiver of Lien (Exhibit F), from
each Second-Tier Subcontractor
identified in the First-Tier Subcontractor's Unconditional Final Waiver
of Lien, where the "Contract Price" with
respect to such sub-subcontractor is equal to or greater than \$250,000,
or for whom the payment then
requested equals or exceeds \$100,000.

Exhibit A

STATE OF)

) SS

COUNTY OF)

Contractor's Affidavit For Progress Payment

, first being duly sworn, deposes and states that he/she is

(title) of ("Contractor"), engaged by

[name of Ameren entity] ("Owner") to provide labor, equipment and/or
materials

at the following location: ("Property").

The undersigned represents that the total amount of its contract with Owner, pursuant to Owner's Purchase Order No. _____, is \$ _____, of which Contractor has received payment of \$ _____, prior to receipt of this progress payment now requested through Invoice No. _____ in the amount of \$ _____

_____, for labor, equipment and/or materials provided through _____, 20__ ("Last Date")** (insert date of last labor, equipment and/or materials included in this affidavit). The undersigned represents that all work for which Contractor now requests payment has been completed according to the relevant contract provisions, and payment is now due to Contractor pursuant to the terms of the contract.

The following are the names of all parties who have furnished labor, equipment and/or materials for improvement of the Property at the request of Contractor ("First-Tier Subcontractors") with a Contract Price equal to or greater than \$250,000 and for which Contractor has not yet provided to Ameren a Subcontractor Final Waiver of Lien. .

First-Tier
Subcontractor
Name
Labor/Material/
Equipment
Supplied
Contract Price
Amount Paid
to Date
Amount Due
through
last date**

The undersigned represents that this statement is a full, true and complete statement of all work performed through the Last Date by Contractor and its subcontractors other than claims for extra work which have been submitted in writing to Owner prior to the date hereof.

Dated:

(Contractor)

By:

Title:

Subscribed and sworn to before me, this ____ day of _____, 20__.

Notary Public

My Commission expires:

** The "Last Date" referred to in this document means the last date of the billing period for which Contractor is submitting this Affidavit. Contractor shall submit a Subcontractor's Partial Waiver of Lien for each listed Subcontractor, for the amount shown in this column through the Last Date, with its next invoice submitted to Ameren, unless the Subcontractor has finished its work, in which case Contractor shall provide a Subcontractor Final Waiver of Lien executed by such Subcontractor.

Exhibit B

STATE OF)

) SS

COUNTY OF)

CONTRACTOR'S PARTIAL WAIVER OF LIEN

("Contractor") represents that it has provided labor, equipment and/or materials (including but not limited to what is shown on Invoice No.

_____) pursuant to Owner's Purchase Order No. _____ for the improvement of property of

[name of Ameren entity]("Owner") at the following location:

(the "Property") through the following date: _____, 20____ ("Last Date")(insert date of last labor, equipment and/or materials included in this waiver). Contractor has received payment of \$_____, prior to receipt of this progress payment now requested in the amount of \$

("Current Payment").

Effective immediately upon receipt of the Current Payment, Contractor hereby waives, without reservation, all rights to a mechanic's lien against the Property described above, and any improvements thereon, for all labor, equipment and/or materials supplied through the Last Date, except that this document does not waive Contractor's lien rights to contract retainage funds currently withheld by Owner, and does not waive Contractor's lien rights or rights to payment for any other claims Contractor previously has made in writing in accordance with the contract between Owner and Contractor.

The undersigned acknowledges that all other claims and/or entitlement to payment, without reservation, for labor, equipment and/or materials provided through the Last Date are permanently waived, along with any mechanic's lien rights thereon.

Provided Owner is not in breach of the payment provisions of the contract between Owner and Contractor, Contractor shall defend and indemnify the Owner, Owner's employees, and the Property against all liens, claims and lawsuits of subcontractors or suppliers of Contractor of every tier related in any way to payment for labor, equipment and/or materials provided to or for the benefit of the Property through the Last Date.

(Contractor)

By:

Title:

Subscribed and sworn to before me, this day of , 20____.

Notary Public

My Commission expires:

Exhibit C

STATE OF _____)
) SS
COUNTY OF _____)

1. SUBCONTRACTOR'S PARTIAL WAIVER OF LIEN

1.

("Subcontractor") has provided to or through ("Contractor") certain labor, equipment and/or materials (including but not limited to what is shown on Subcontractor's Invoice No. _____) for the improvement of property of [name of Ameren entity] ("Owner") at the following location: (the "Property").

2. Subcontractor has been paid for such labor, equipment and/or materials through the following date:

_____, 20____ ("Last Date")(insert date of last labor, equipment and/or materials supplied by Subcontractor

included in this waiver).3. Subcontractor hereby waives, without reservation, all rights to a mechanic's lien against the Property described above, and any improvements thereon, for all labor, equipment and/or materials supplied through the Last Date, except that this document does not waive Subcontractor's lien rights to contract retainage funds currently withheld by Owner or Contractor, and does not waive Subcontractor's lien rights or rights to payment for any other claims Subcontractor has previously made in writing in accordance with the terms of the contract between Contractor and Subcontractor. The undersigned acknowledges that all other claims and/or entitlement to payment, without reservation, for labor, equipment and/or materials provided through the Last Date are permanently waived, along with any mechanic's lien rights thereon.

4. Subcontractor shall defend and indemnify the Owner, Owner's employees, Contractor, and the Property against all liens, claims and lawsuits of subcontractors or suppliers of Subcontractor of every tier related in any way to labor, equipment and/or materials provided to or for the benefit of the Property through the Last Date.

5. To be completed by "first-tier" subcontractors only: Subcontractor has paid in full, except for any retainage, all of its sub-subcontractors and suppliers for labor, equipment and/or materials they supplied to or for the benefit of the Property through the Last Date. The following are the names of all parties who have furnished, or will furnish, labor, equipment and/or material for improvement of the Property at the request of Subcontractor with a Contract Price equal to or greater than \$250,000.00. The undersigned represents that Subcontractor has paid each of the following entities the "Amount Paid to Date" applicable to such entity, and has provided to Contractor fully-executed lien waivers from all sub-subcontractors for whom the "Amount

Due Through Last Date" is equal to or greater than \$100,000:

Second-Tier
SUBCONTRACTOR
Labor/Material/
Equipment
Supplied
Contract Price
Amount Paid
to Date
Amount Due
through
last date

By:

Title:

(Subcontractor)

Subscribed and sworn to before me, this day of , 20____.

Notary Public

My Commission expires:

Exhibit D

State of _____

County of _____

)

) SS

)

Contractor's Affidavit For Final Payment

I am [title] of

, first being duly sworn, deposes and states that:

("Contractor"), engaged to provide labor, equipment and/or materials at the following location:

("Property"), owned by [name of Ameren entity] ("Owner").

Contractor represents that the total amount of Contractor's contract with Owner pursuant to Owner's Purchase

Order Number _____ is \$, of which Contractor has received payment of \$

prior to its receipt of Final Payment, and Contractor now requests Final Payment in the amount of \$

The following are the names of all parties who have furnished material, equipment and/or labor for improvement

of the Property at the request of Contractor in an amount equal to or greater than \$250,000.00 ("First-Tier Subcontractors"

). The undersigned represents that Contractor has paid each of the following entities the amounts stated:

First-Tier

Subcontractor Name

Labor/EQUIPMENT/Material

Supplied

Contract

Price

Amount

Paid prior to

final

payment

Final

payment

The undersigned represents that Contractor has provided to Owner fully-executed final lien waivers from each of the parties listed above where the Contract Price is equal to or greater than \$250,000.00. The undersigned further states that Contractor has not requested any other equipment, labor or material, and there is nothing due or to become due to any person or entity for material, equipment, labor or other work provided to or through Contractor for the benefit of the Property, other than as stated above, or which are less than \$250,000.00 in price.

Dated:

(Contractor)

By:

Title:

Subscribed and sworn to before me, this day of , 20____.

My Commission expires:

Notary Public

Exhibit E

STATE OF)

) SS
COUNTY OF)

Contractor's Final Waiver of Lien

("Contractor"), first being duly sworn, deposes and states that it has provided labor, equipment and/or materials pursuant to Owner's Purchase Order Number _____ for the improvement of property of ("Owner") at the following location:

(the "Property") and is entitled to final payment in the following amount: \$_____. Effective immediately upon receipt of the above payment, Contractor does hereby permanently, and without

reservation, fully waive and release all rights it may have to assert a mechanic's lien or any other lien, claim or right against the Property identified above, or any improvement thereon, or against the Owner or its employees, for labor and/or material supplied to or for the benefit of such Property.

Contractor shall defend and indemnify the Owner, Owner's employees, and the Property against all liens, claims and lawsuits of subcontractors or suppliers of Contractor of every tier who provided labor or materials to or for the benefit of the Property which claims allege tht such subcontractor or supplier has not been fully paid.

Dated:
(Contractor)

By:

Title:

Subscribed and sworn to before me, this day of , 20____.

Notary Public

My Commission expires:

Exhibit F

STATE OF _____)
) SS
COUNTY OF _____)

2. SUBCONTRACTOR'S UNCONDITIONAL FINAL WAIVER OF LIEN

of

("Subcontractor"), being first duly sworn, deposes and states as follows:

1) I am the _____ (title and/or position)
of Subcontractor, and am
familiar with the facts stated herein.

2) Subcontractor has provided to or through
("Contractor"), certain labor, supplies, materials, equipment and/or
other items for use in the
construction of improvements at the following location:
(the "Property") owned by ("Owner").

3) Subcontractor hereby acknowledges its receipt of full and final
payment, including retainage, for all labor,
supplies, materials and equipment provided by or through Subcontractor
for the Property.

4) To be completed only by "first-tier" subcontractors: The following are
the names of all parties who have
furnished material, equipment and/or labor for improvement of the
Property at the request of Subcontractor in an amount
equal to or greater than \$250,000. Subcontractor represents that it has
provided a fully-executed Subcontractor's
Unconditional Final Waiver of Lien for each such party. Subcontractor has
paid in full all of its sub-subcontractors and
suppliers for all labor, supplies, materials, equipment and other items
they provided to or through Subcontractor for the
Property, regardless of the contract price:

Second-Tier
Subcontractor's
name
Labor/EQUIPMENT/Material
Supplied
Contract
Price
Amount
Paid Prior
to Final
Payment
Final
Payment

5) Subcontractor hereby unconditionally and without reservation waives
all rights to assert a mechanic's lien

or any other right or claim it may have against the Property, the Owner, and the Contractor, arising out of or related to the Property.

6) Subcontractor shall defend, indemnify and hold harmless the Owner, Owner's employees, Contractor, and

the Property and the Owner against any liens, suits on liens, claims, or lawsuits, including all expenses, costs and attorney fees associated therewith, arising out of any labor, supplies, materials, equipment or other facilities furnished by or through Subcontractor, or by its sub-subcontractors and suppliers of any tier, in connection with the Property.

Subcontractor

By:

Title:

SWORN TO before me and subscribed in my presence this ____ day of _____, 20__.

Notary Public

My Commission expires:

ATTACHMENT B

Ameren Supplier Billing Instructions

Purchase Order Requirement

Effective January 1, 2009, Ameren policy requires that all invoices reference a valid

Ameren Purchase Order (PO) number. The only permitted exemptions to the PO

requirement policy are:

- Payments to civic organizations, government entities, and financial institutions.
- Payments for most utility services, transportation/freight, insurance, legal fees, fuel, and real estate transactions.

• Ameren Visa Card transactions do not require a PO.

Questions regarding PO requirements must be directed to the Ameren employee who

requested the materials or services.

Freight Charges (Non-Parcel)

All prepaid shippers must ship freight collect. Ameren utilizes Logistics Planning Services

(LPS) as its agent for transportation and freight payment services for all domestic and

international shipments to or from all Ameren locations. Refer to your Ameren issued PO

for specific instructions and/or contact your Ameren buyer. Freight invoices must 3rd

party bill to:

Ameren

c/o LPS

PO Box 38

Amherst, NY 14226

• You must reference the Ameren Purchase Order # on the Bill of Lading

• Direct all questions regarding shipment routing to <http://www.keyship.net/ameren> or call 1-877-KEY-SHIP (539-7447).

Lien Waivers and Retention (Retainage) Requirement

If applicable, the Ameren PO issued for services and/or materials will include the lien

waiver requirements in the Terms and Conditions. Failure to include the required

documentation with the invoices submitted will result in a delay in payment.

If your Ameren PO requires retention to be withheld from invoice payments, this will be

handled automatically by our financial system. To avoid potential short-payment of your

invoices, for example duplicate retention withheld, you must clearly identify:

1. The Gross Amount of the invoice for work completed during the current billing

period.

2. The Retention Amount.

3. The Net Amount Due.

Retainage Release Request: Do not send invoices for the payment, or release, of the

retention amount previously withheld to Ameren's Accounts Payable.

Companies can

either submit a request for the release using iSupplier Portal (see below) or submit an

invoice to their Ameren contact to initiate the retention payment request.

Ameren provides the following invoice submission methods; listed in order of

preference.

Invoice Method 1: iSupplier Portal

Ameren provides a web-based tool, iSupplier Portal, for PO delivery and invoice

submission. iSupplier Portal allows your company to electronically acknowledge and print

POs; to create and submit electronic invoices to Ameren; and to view the status of

invoices submitted and processed by Ameren Accounts Payable. To request registration

for iSupplier Portal, please contact processperformance@ameren.com with "iSupplier Portal Registration Inquiry" in the subject line.

iSupplier Portal Invoicing Requirements

· You may use iSupplier Portal to submit invoices for Ameren POs which are electronically delivered via iSupplier Portal.

§ If a PO is sent to your company outside iSupplier Portal (via fax, e-mail, or US

Postal Service), your firm must submit invoices via e-mail or US Postal Service

(refer to other invoicing options below).

§ Invoices for items that do not require a PO may not be submitted via iSupplier

Portal. Your company should not accept an Ameren order without a PO number.

§ Do not submit an invoice for charges that were paid using an Ameren VISA

credit card. If your company receives a PO for materials or services paid by

credit card, you must acknowledge the PO, but do not submit any documents to Ameren Accounts Payable (i.e., credit card acknowledgement, invoice, etc.).

· The supplier name on the invoice must match the supplier name on the PO.

For example, a subcontractor cannot submit an invoice directly to Ameren against a PO

issued to you. If it is necessary for your company to have another company fill an Ameren

PO, the electronic invoice must be submitted by your company, not the company who

filled the order.

· Invoiced quantities may not exceed two decimal places.

· Unit of measurement (UOM) on the electronic invoice must match that which is

shown on Ameren's PO.

· Line items, taxes, freight and miscellaneous charges may not exceed two decimal

places (no fractional cents).

· Do not bill miscellaneous charges separately. Tax, freight and other miscellaneous

charges must be billed on the same invoice as the applicable materials or services, unless agreed to with Ameren in writing in advance.

Miscellaneous

charges must include a detailed description and supporting receipts must be

scanned and attached.

· Do not mail, fax or e-mail Ameren any invoice that has been or will be sent

electronically.

Invoice Method 2: Contractor Cost Tracking Module (CCTM)

The CCTM application provides select service suppliers with the capability to:

- Maintain electronic rate cards detailing their negotiated labor and equipment rates.

Rate cards may be created manually or compiled into a worksheet by the supplier

and uploaded into CCTM. Upon approval, the rate card becomes the basis for all

labor and equipment charges submitted to Ameren.

- Submit time cards electronically detailing charges for labor, equipment, material and expenses.

Time cards detail the actual hours and expenses incurred by the supplier for the work

that was done. Time cards. Can be entered online or uploaded via worksheet into

CCTM.

In order to enter a time card in CCTM, the supplier must have a valid CCTM PO and an

approved rate card. After an Ameren employee approves the hours and expenses

entered on the time card, the Accounts Payable system automatically creates an invoice

and the supplier is paid on terms. CCTM suppliers can view their invoices using the

iSupplier Portal application.

CCTM suppliers should not send invoices directly to Ameren Accounts Payable

department, nor should they submit invoices via iSupplier Portal. The Ameren Accounts

Payable department will reject any invoices for CCTM POs that are submitted using

non-CCTM invoicing methods such as paper, email or iSupplier Portal.

CCTM usage is reserved for Contractors doing significant, on-going business with

Ameren. For further information on CCTM, contact the Process Performance group at

process_performance@ameren.com with 'CCTM Registration Inquiry' in the subject line.

Invoice Method 3: Email the Invoice as a PDF File Attachment

Ameren accepts e-mail invoice submissions to help minimize paper handling and to

process your company's invoices faster. Refer to the content and format instructions for

the Paper Invoice Method on page 3, as they also apply to PDF invoices sent by e-mail.

Invoices submitted via e-mail will be systematically processed and must adhere to the

following guidelines:

- One invoice or credit memo per each Adobe PDF file.

PDF files containing more than one invoice will be deleted. Emails which include

non-PDF file attachments will be rejected.

- Multiple PDF files can be attached to a single email.

- Supporting invoice documentation, for example, timesheets or other details,

should be included as part of the PDF invoice file.

Separate attachments for the supporting documentation cannot be matched to the

invoice in our system and will be deleted.

- Comments or special instructions, for example the Ameren contact, should be

included in the body of the invoice and not in the email.

- Emailed invoice submission must be the first submission of the invoice.

For

example, the invoice has not previously been mailed, faxed, or submitted in

another electronic format. Repeated instances of multiple invoice submissions will

result in your emails being blocked.

- Invoices must only be e-mailed once.

- Use the appropriate e-mail address, based on whether a Purchase Order (PO) is

required.

- o Invoices Requiring a PO: Suppliers submitting invoices for goods or services that do not fall into one of the exempted categories listed on

page

one are required to submit invoices to Ameren with a valid PO number. PO invoices may be emailed to AccountsPayablePOInvoices@Ameren.com.

o Invoices Not Requiring a PO: Suppliers submitting invoices for goods or services that fall into one of the exempted categories listed on page one may invoice Ameren without a valid Ameren PO number. Non-PO invoices may be emailed to AccountsPayableNPOInvoices@Ameren.com.

Note: These are automated email boxes used by Ameren's electronic invoice management system. General email correspondence, such as past due inquiries, should

not be sent to these addresses as it will not be read. General email correspondence and inquiries should be sent to AccountsPayable@Ameren.com.

Non-compliance

Ameren Accounts Payable will return any invoices that do not comply with the Billing

Instructions. All invoices that do not follow these instructions will be returned to

your company via US Postal Service regardless of the original invoice submission method.

Invoice Method 4: Paper Invoice

Follow the instructions below to ensure proper and timely payment of your invoices.

· Before any invoices are processed, Ameren Other Rules requires that you submit a completed Supplier · Supplies or services must be

Set-Up Information form, including your valid delivered to the "Ship To" taxpayer identification number (TIN). For address and acknowledged businesses, this will be your company's by the receivers of the goods employer identification number (EIN). For or services before the individuals, this will be your social security invoice will be paid. number (SSN). If Ameren does not have this · Each invoice must include information on file, payment will not be charges for no more than processed. one PO or PO Release.

· To expedite invoice processing please submit · Credits or credit memos all invoices on 8 1/2 x 11 white paper. applied against a PO must Each invoice must include the following be invoiced separately from information: PO charges.

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· Appropriate and complete Ameren legal entity · Do not mail paper copies of or business name and remittance address any invoice that was

- Invoice number and invoice date submitted electronically (i.e.
- Payment terms and due date (must agree to iSupplier Portal, CCTM, or Ameren PO) PDF).
- Unless otherwise exempted (see page 1), a · Invoices already paid via valid PO number, PO line item number(s), and credit card should not be PO release number mailed to Accounts Payable.
- Description, price, and quantity of materials · Accounts Payable Policy is and/or services provided. Quantities billed to process invoices only. cannot exceed the amount ordered per the Documents such as supplier Ameren PO. Inclusion of the Ameren stock statements, price quotes, or number, if applicable, will help Ameren process pro forma invoices will not be your invoice faster. Itemized charges may accepted as a basis for include: processing payments.

- i. labor · Do not use a marker to
- ii. materials highlight items on an invoice.
- iii. taxes This causes the highlighted
- iv. freight area to be illegible when

- The UOM per your invoice should be consistent with Ameren's PO, or provide a mathematical conversion formula on the invoice (i.e., gallons per pound).
- Total amount due
- Ameren contact name viewed through Ameren's imaging system.
- Accounts Payable is not responsible for invoices not submitted in the manner prescribed herein.
- Freight/Transportation carrier tracking Submitting Your Invoice to information, as applicable Ameren To expedite invoice processing, Ameren utilizes a centralized location for processing invoices. Sending invoices to locations other than Accounts Payable will delay payment. Unless you have prior approval from Ameren, invoices should be sent directly to Accounts Payable. The Accounts Payable mailing address is:
Ameren Accounts Payable (Mail Code 230)
P. O. Box 66892
St. Louis, MO 63166-6892

What Happens If You Do Not Comply With These Requirements?
Ameren wants to pay your firm in accordance with agreed upon terms. We greatly

appreciate your cooperation in adhering to these requirements as it will help us to process your invoice faster. Any exception to these rules may delay payment of your invoice and will require additional communication and coordination between our companies, causing unnecessary delays in the payment process.

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If we are unable to process your invoice for any reason, we will return it to you via US Postal Service regardless of the method you used to submit the invoice, along with a note explaining the reason. You should make all necessary corrections to the invoice and return it to Ameren for processing.

Preferred Method Of Payment
Ameren prefers to pay suppliers electronically via the ACH (Automated Clearing House) payment system. Please complete the Direct Deposit Registration Form and e-mail it to AccountsPayable@Ameren.com or fax it to 314.554.3443. Otherwise, your company's invoice will be paid by check and mailed via US Postal Service. For security reasons, Ameren does not allow a check to be picked up by an individual.

We're Here To Help You
For general Accounts Payable questions, contact the Ameren Accounts Payable Information Center at accounts payable@ameren.com or call the Supplier Hotline at 314.554.4468. For specific purchase order questions, contact your Ameren buyer or Ameren field representative directly.

ATTACHMENT C
MILESTONE PAYMENT SCHEDULE

Amount Milestone
25% Upon Award
10% Upon Unit Shutdown
30% Upon Completion of Economizer Demolition
20% Upon Release to Operations (Gas Path Clear)
15% Upon Close Out of Punch List Items

AMEREN SERVICES

SAMPLE PROJECT

PROJECT TERMS AND CONDITIONS

08/01/2012

This Purchase Order to cover the EPC (turnkey) installation of *****.
All work to be performed on a fixed price basis and be in accordance with
Technical Specification X-2020 dated 7/11/2012 and these Terms and
Conditions dated 8/1/2012

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PROJECT TERMS AND CONDITIONS

This Terms and Conditions ("Agreement") is entered into effective as of August 1, 2012, by and between Ameren Services Company "Company"), and *****

WHEREAS, this Agreement establishes the general terms and conditions, ordering procedures and guaranteed pricing applicable to the long-term relationship between Contractor and Company for design, construction and operation of a *****

NOW, THEREFORE, in consideration of the undertakings and subject to the conditions set forth herein, the Parties undertake and agree as follows:

ARTICLE 1.0

DEFINITIONS

In addition to terms defined elsewhere herein and attached Exhibits, when any one of the following terms is used in this Contract, wherein the first letter is written with a capital letter, then that term shall have the following definition. Words importing persons include corporation, and words importing only the singular include the plural and vice versa when the context requires.

1.1

"Actual Score" shall mean the score achieved by Contractor with respect to a Key Performance Indicator (KPI) during the term of the Agreement.

1.2

"Ameren" shall mean the Ameren Corporation entity identified in the Contract, and its agents, employees, representatives, successors, and assigns. "Ameren", "Company", "Purchaser", "Owner", and "Buyer", if used in the Contract Documents, are considered synonymous and refer to Ameren.

1.3

"Ameren Engineer" shall mean the Engineer appointed by Company to represent Company as specified from time to time by Company who may be employed by Company or who may be employed by others.

1.4

"Application for Payment" shall mean the application for payment submitted by Contractor pursuant to the terms of the Contract for payments due to Contractor for Work performed.

1.5

"BAU Payment" shall mean the payment earned by Contractor for meeting the BAU Target for a KPI. BAU Payments for each KPI are listed in Article 5.6

1.6

"Business as Usual Target" or "BAU Target" shall mean achieving expected performance and relates to a score for a KPI where a Gainshare Payment is payable. BAU Targets for each KPI are listed in Article 5.6.

1.7

"Supplemental General Conditions of Contract" shall mean the Supplemental General Conditions of Contract addressing certain environmental, labor, safety and other Work requirements applicable to on-Site Work.

1.8

"Change in Laws and Regulations" shall mean:

(a) any change in, enactment, adoption, promulgation, interpretation or modification of Laws and Regulations after the Effective Date, including the change in or adoption of any official interpretation of Law and Regulations by any Governmental Authority (including Laws and Regulations relating to federal, state and local taxes, and excluding any Laws and Regulations relating to the organization, existence, or good standing, of Contractor or its Subcontractors in any jurisdiction) that materially impacts the performance of the Work, or

(b)

the imposition of any material condition or requirement (except for any conditions or requirements which result from the acts or omissions of Contractor or any Subcontractor) not required as of the Effective Date affecting the issuance, renewal or extension of any approval required from a Governmental Authority (excluding any Governmental Authority approval relating to the organization, existence, or good standing of Contractor or its Subcontractors in any jurisdiction).

1.9

"Company" shall mean Ameren and its agents, employees, representatives, successors, and assigns. The terms "Purchaser", "Company", and "Buyer", if used in the Contract Documents, are synonymous and refer to Company.

1.10

"Contract" shall mean the written agreement between Company and Contractor as to the Work Contractor has agreed to furnish and consisting of the Contract Documents as defined and listed in Article 2.1. It shall mean this instrument as a whole, including any appendices or exhibits hereto. The expressions "herein", "hereto", "hereunder", "hereof" and similar expressions refer to this Contract as so defined and to any relevant article, section, subsection or other subdivision so designated.

1.11

"Contract Agreement" shall mean this written document containing terms and conditions signed by both Parties.

1.12

"Contract Documents" shall have the meaning found in Article 2.1.

1.13

"Contract Price" shall mean the firm, fixed amount, as defined in Exhibit B of the Contract, to be paid by Company to Contractor for the performance of the Work.

1.14

"Contractor Proprietary Data" shall mean all documentation and data, including but not limited to, special techniques, methods, computer programs and software and related items, drawings, plans, specifications, calculations and reports, transmitted by Contractor to Company under the Contract. Contractor has a proprietary interest in such Contractor Proprietary Data.

1.15

"Contractor" shall mean the entity identified in the Contract, and its agents, employees and authorized representatives, undertaking the performance of the Work. The terms "vendor", "supplier", or "manufacturer", if used in the Contract Documents, are considered synonymous and refer to Contractor.

1.16

"Day" or "Days", unless otherwise expressly defined in the Contract, shall mean a calendar day or days of twenty-four (24) hours each beginning at 12:00 AM.

1.17

"Defective" or "Defect" shall mean the Work or any portion thereof, not conforming to the requirements of the Contract Documents

1.18

"Dispute" shall mean any disagreement between Company and Contractor regarding the interpretation or implementation of the Contract or the Contract Documents or a claim by either Party arising from the Project

1.19

"Effective Date" shall mean the date of issuance of the Purchase Order unless an alternate Effective Date is specified in the Contract Documents

1.20

"Environmental Laws" shall mean any and all Permits and all applicable codes, Laws, rules, and regulations relating to actual or potential effect on: human health, safety, or the environment; the disposal of materials; the discharge or release of chemicals, gases, or other substances or materials into the environment; or the presence of such materials, chemicals, gases, or other substances

1.21

"Extra Work" shall mean Work beyond the original scope of Work specified or implied in the Contract Documents.

1.22

"FFD" shall mean fitness for duty. This is defined as a person that is trustworthy and reliable, is not under the influence of any substance (legal or illegal) and is not mentally or physically impaired from any cause, which in any way adversely affects their ability to safely and competently perform their duties. Abstains from alcohol for at least five hours prior to any shift and reports with a Blood Alcohol Content less than .04%.

1.23

"Final Acceptance" shall have the meaning as set forth in Article 6.2.

1.24

"Final Project Completion" shall have meaning as set forth in Article 6.2

1.25

"Final Payment" shall mean the last payment made from Company to Contractor upon Contractor's submission of its final Application for Payment.

1.26

"Force Majeure" shall have the meaning set forth in Article 16.

1.27

"Gainshare Payment" shall mean the variable amount payment, as determined in accordance with Article 5.5, to be paid by Company to Contractor for the performance of the Work.

1.28

"Good Industry Practice" shall mean those practices, methods, and acts that in the exercise of reasonable judgment consistent with electric utility practices in use at the time of performance would have been expected to accomplish the Work, consistent with Laws and Regulations.

1.29

"Goods" shall mean all components, parts, materials, supplies, and consumables purchased under this Contract.

1.30

"Governmental Authorities" shall mean the federal, state or local bodies that now or hereafter exercise regulatory authority over the Work.

1.31

"Governmental Requirements" shall mean collectively all applicable federal, state and local laws, statutes, ordinances, rules, regulations, orders relating to the construction, use, and occupancy of the Project including, but not limited to, all zoning, building occupancy, environmental and land use laws, requirements, regulations and ordinances.

1.32

"Integrated Project Schedule" shall mean the integrated schedule of design (including, but not limited to, individual calculations, procedures, and drawings), fabrication, testing, fit-up, delivery, and all other necessary activities required to deliver the Goods to the Site and to perform all pre-installation outage activities.

1) Level 1 shall mean a major milestone type of schedule; usually only one page, it highlights major project activities, milestones, and key deliverables for the whole project. It is used to summarize the project schedule in reports and other documents when a more detailed schedule is not required. This also known as an Executive Schedule or a Project Master Schedule.

2) Level 2 shall mean a summarization of the Level 3 Project Coordination Schedule(s). It depicts the overall project broken down into its major components by area and is used for higher-level management reporting. This is also known as a Management Schedule or a Summary Master Schedule.

3) Level 3 shall mean an integrated rollup or summary of the Level 4 schedule activities for reporting status to senior management and to report monthly status to major clients, etc. The schedule consists of a set of integrated Level 4 schedules based on Critical Path Methodology (CPM) and is developed with detailed input from the project management team. This is also known as a Project Coordination Schedule (PCS), a Publication Schedule or a Progress Schedule.

4) Level 4 shall mean an Execution Schedule, also called a Project Working Level Schedule. This is the key working level CPM schedule displaying the activities to be accomplished by the project workforce and is required for every project.

1.33

"Intellectual Property" shall mean all intellectual property and proprietary rights, including, without limitation, all rights of inventorship and authorship, inventions, patents, patent applications, and know-how, for any product, process, method, machine, manufacture, design, composition of matter, or any new or useful improvement thereof, as well as copyrights, trademarks, trade dress, and service mark rights, and all rights in trade secrets, computer software, data and databases, and mask works.

1.34

"Key Performance Indicator" or "KPI" shall mean indicators of measurable outcomes in important performance areas on which Gainshare Payments are

calculates in accordance with Article 5.5 or liquidated damages are due Company pursuant to Article 5.7. KPIs for this Agreement are listed in Article 5.6.

1.35

"Key Personnel" shall mean Company and Contractor positions defined in Article 3.7.

1.36

"KPI Payment Certificate" shall mean the certificate signed by Company in accordance with Article 5.5 that indicated the amount of Gainshare Payment payable. More than one KPI may be included in a KPI Payment Certificate.

1.37

"Laws" or "Laws and Regulations", as the case may be, shall mean (1) all applicable federal, state, and local Laws, treaties, ordinances, codes, rules and regulations, judgments, decrees, injunctions, writs and orders of any court, or Governmental Authority; (2) all applicable and generally recognized building and safety standards governing performance of the Work; (3) all applicable Environmental Laws and applicable Permits, and (4) all license requirements enforced or issued by any Governmental Authority.

1.38

"Liens" shall mean any mortgage, lien, pledge, claim, charge, lease, easement, servitude, right of others, security interest, or encumbrance of any kind, including any Mechanics Lien arising out of Contractor's performance of the Work.

1.39

"Major Project Components" as defined in Article 5.2.1.

1.40

"Mechanics Lien" shall mean any Lien arising pursuant to any statutory or equitable right permitting mechanics, carriers, warehousemen, material men, artisans, and laborers to place a Lien against the Premises or the Project, as the case may be, for the value of labor bestowed in connection therewith and/or materials furnished thereto arising due to Contractor's performance of the Work.

1.41

"Notice" shall have the meaning set forth in Article 34.4.

1.42

"Permits" shall mean all permits, licenses, approved plans, contracts, filings, authorizations, approvals, easements or rights-of-way required by or entered into with any Governmental Authority in connection with the proper conduct and performance of the Work, including all building permits, contractor licenses, zoning and land use permits, environmental permits, conditional use permits, and necessary licenses, authorizations, approvals, and permits obtained from any Governmental Authority.

1.43

"Premises" shall mean areas, including, but not limited to, all of Company's property, including Company's parking lots, the Site where the Work is performed, and all other places where materials, construction equipment, tools or other facilities required for the performance of the Work are located or stored.

1.44

"Personal Injury" shall mean bodily, injury arising from the commission of a tort, and/or injury arising from the violation of individual rights

protected by Laws and Regulations, including but not limited to statutes prohibiting discrimination.

1.45

"Project" shall mean this XXXXXX Installation Project and associated activities. The Work performed under the Contract is a part of the Project, which includes work by Company and other separate contractors.

1.46

"Project Manager" shall mean Contractor's project manager.

1.47

"Purchase Order" shall mean the purchase order issued by Company.

1.48

"Punch List" is defined in Article 6.2.2.

1.49

"Single Point of Contact" or "SPOC" shall mean the Company representative authorized to address issues between the Contractor and Company in accordance with Article 2.7. The initial SPOC shall be xxxx and Company reserves the right to replace the SPOC at any time or for any reason by providing the Contractor with written notice.

1.50

"Specification" refers to Exhibit A "Technical Specification for the XXX Project, M-2020, Revision 1 dated July 11, 2012 including its associated exhibits, schedules and attachments, to be issued by Company, subject to acceptance by Contractor, or such later revision as incorporated by Purchase Order revision to this Contract.

1.51

"Stretch Target" shall mean achieving superior performance and relates to a score for a KPI where a Stretch Target Payment is payable. Stretch Targets for the two applicable KPIs are listed in Article 5.6.

1.52

"Stretch Target Payment" shall mean the payment earned by Contractor for meeting the Stretch Target for a KPI. Stretch Target Payments for the two applicable KPIs are listed in Article 5.6.

1.53

"Subcontractor" shall mean any individual, partnership, firm, corporation or business entity (in each case of any tier), other than an employee of Contractor, who contracts or agrees with Contractor to furnish any services, labor, materials, or equipment for or in connection with the performance of the Work.

1.54

"Work" shall mean all labor, methods, material, goods, equipment, structures, services, transportation, and all other facilities to be provided by or performed by Contractor stated in the Contract Documents. A detailed breakdown of the Work, including tasks within both Company's and Contractor's scope of Work, can be found in the Exhibit A. Whenever the words "as ordered", "as directed", "as required", "as permitted", "as allowed", or similar words or phrases are used in the Contract, they shall mean that the order, direction, requirement, permission or allowance of Company is intended only to the extent of compliance with the terms of the Contract. None of these terms shall imply that Company has any authority or responsibility for supervision of Contractor's forces or Work, as such supervision and the sole responsibility of the Work is strictly reserved for Contractor.

Whenever the expression "it is understood and agreed" or a similar expression is used in the Contract, such expression shall mean the mutual agreement of Company and Contractor.

ARTICLE 2.0
CONTRACT DOCUMENTS

2.1.

The Contract consists of the following documents and all exhibits and attachments thereto ("Contract Documents"). The Contract Documents are intended to be complementary and to be interpreted so as to avoid conflict or inconsistency.

(1) Purchase Order issued by Company that incorporates by reference the Contract documents listed herein below and other terms and conditions contained therein

(2) Purchase Order Amendments when issued by Company and accepted by Contractor

(3) Terms and Conditions between Company and xxxx dated August 1, 2012 (this document) and its exhibits that are shown below in order of priority

(1)

Exhibit A - Technical Specification

(2)

Exhibit B - Payment Schedule

(3)

Exhibit C - Ameren Vendor Billing Instructions

(4)

Exhibit D - Ameren Corporation and Subsidiaries Collection of Lien Waivers

The Parties recognize and agree that the Contract may be modified or amended from time to time in accordance with the terms and conditions set forth herein.

2.2.

The various parts of the Contract Documents are intended to supplement, but not necessarily duplicate, each other. Any Work identified in one and not in another shall be executed as if it had been set forth in both, so that the Goods shall be supplied in accordance with the entire Contract.

2.3.

The Work shall be furnished in accordance with the Contract. Additional terms or exceptions to the Contract shall be deemed accepted by the Parties only when they are enumerated in the Contract or a Purchase Order revision.

2.4.

Contractor's proposal is not incorporated in and not part of the Contract. Any reference in this Contract to Contractor's quotation, bid, proposal, or other document of Contractor does not signify Company's acceptance of any terms or conditions thereof which are inconsistent with the Contract Documents, unless expressly agreed to in writing signed by both Parties stating that it supersedes specific, inconsistent terms and conditions of the Contract Documents.

2.5.

Should anything necessary for a clear understanding of the Work be omitted from the Contract Documents, or should any requirements thereof appear to conflict, NO MATTER HOW SEEMINGLY INSIGNIFICANT the apparent omission or conflict, the Party discovering such omission or conflict shall promptly upon discovery thereof, so notify the other Party in writing and Contractor shall secure written instructions before proceeding with the Work affected thereby.

2.6. Acceptance of Contract and Contract Terms

2.6.1. Acceptance of the Contract shall be by execution of the Contract by both Parties and the issuance of a Purchase Order by Company. Any Work performed by the Contractor before execution of the Contract by both Parties, shall be considered as having been done at the Contractor's own risk.

2.6.2. No terms or conditions inconsistent with, or supplemental to, the Contract (whether contained in Contractor's acknowledgment, the Purchase Order shall be effective unless agreed to in writing and signed by Contractor and Company's authorized agent. Notification of objection to different terms and conditions not agreed to in writing is hereby given.

2.6.3. The Contract Documents shall be interpreted as being complementary, requiring a complete Project. Any requirement occurring in any one of the Contract Documents is as binding as though occurring in all Contract Documents. Generally, Specifications address quality, types of materials and Contract conditions, while Plans show placement, sizes, and fabrication details of materials.

2.7. Conflicts.

2.7.1. In the event of any conflict between or among the Contract Documents, the following order of interpretation shall prevail: (a) duly authorized and executed amendments to the Contract (later amendments shall take precedence over prior amendments); (b) the Purchase Order; and (c) terms and Conditions between Company and xxxx dated August 1, 2012 and its exhibits that are shown in Article 2.1 in order of priority. Should the Contractor discover any conflicts, omissions, or errors in the contract or have any question concerning interpretation or clarification of the Contract, the Contractor shall request in writing interpretation, clarification, or additional detailed instructions, before proceeding with the Work affected. The written request shall be given to the SPOC.

2.7.2. The SPOC, with the assistance of the Project Manager, shall promptly, but not less than, seven (7) calendar Days, issue in writing the interpretation, clarification, or additional detailed instructions requested. While the interpretation is pending, the Contractor shall proceed with the unaffected Work. The SPOC and Contractor shall mutually agree in writing on whether the Contractor shall proceed with the Work affected before receipt of the interpretation, clarification, or instructions from the SPOC. If Contractor and Company agree that affected Work shall proceed to insure timely progress, Company shall be responsible to reimburse Contractor for any additional work required to bring the authorized-work-in-progress into compliance with the interpretation, clarification, or additional detailed instructions from the SPOC, if required. Contractor shall maintain timesheets itemizing all labor and equipment hours expended on such work and an itemized listing of Contractor furnished materials.

2.7.3. Should any interpretation, clarification, or additional detailed instructions, in the opinion of the Contractor, constitute Work beyond the scope of the Contract, the Contractor must submit written Notice thereof to the SPOC within seven (7) calendar Days following receipt of such interpretation, clarification, or additional detailed instructions. Within seven (7) calendar Days after the Contractor issues its written Notice, the Contractor shall submit an explanation of how interpretation, clarification, or additional detailed instruction constitutes Work beyond the scope of the Contract, along with a detailed cost breakdown including Contractor's standard time and material billing rates, or Fixed Price and an explanation of any delay impacts.

2.7.4. The SPOC shall consider such Notice and if, in the judgment of Company, the Notice is justified, the interpretation, clarification or additional detailed instructions shall be revised or the Extra Work authorized by a Purchase Order revision. If Company decides that in its Reasonable judgment the claim is not justified; Company shall give the Contractor written Notice to that effect, including an explanation of its reasoning, that the claim is not justified, and directing the Contractor to perform such Work. In the Event that the Contractor protests this decision, it shall provide Company a Notice protesting the decision and requesting that a meeting be held between the Parties' senior level management representatives with decision-making authority regarding the dispute. The Parties senior level management representatives shall meet at a mutually agreed time and place within ten (10) days of such written notice and attempt in good faith to negotiate a resolution of the dispute.

2.7.5. If, within thirty (30) days after the date of original Notice of unresolved dispute the Parties have not succeeded in negotiating a resolution of the dispute, then prior to the Contractor initiating litigation, the Parties shall seek to resolve the dispute through alternative dispute resolution processes such as non-binding mediation.

2.8. Omissions.

In the event of omissions in the Contract Documents, the following shall apply:

(1) If the Contract Documents are not complete as to any minor detail of a required construction system or with regard to the manner of combining or installing of parts, materials, or equipment, but there exists an accepted trade standard for good and skillful construction, such detail shall be deemed to be an implied requirement of the Contract Documents in accordance with such standard. "Minor Detail" shall include the concept of substantially identical components, where the price of each such component is small even though the aggregate cost or importance is substantial, and shall include a single component that is incidental, even though its cost or importance may be substantial.

(2) The quality and quantity of the parts or material so supplied shall conform to trade standards and be compatible with the type, composition, strength, size, and profile of the parts of materials otherwise set forth in the Contract Documents.

ARTICLE 3.0

CONTRACTOR'S RESPONSIBILITIES

3.1. General Responsibilities

3.1.1. Contractor shall be responsible for the scopes of supply contained in Exhibit A, Section 7.0, Contractor's Responsibilities.

3.1.2. Contractor shall diligently, duly and properly perform and complete the Work and its other obligations in accordance with the Contract. The Parties recognize and agree that Contractor shall perform this Project in a turn-key fashion and Contractor has performed all necessary due diligence and has reviewed Exhibit A in detail to assure that all necessary Services and Work have been included in the scope of work contained in Exhibit A Section 7, Contractor's Responsibilities, to avoid scope changes and additional costs. Therefore, if it becomes necessary to perform additional Services or procure additional goods to accomplish the scope of Work, Contractor agrees to do so at no further cost to Company.

3.1.3. At all times during the term of the Contract, Contractor shall employ qualified workers with adequate supervision so that Contractor completes the Work and Contractor's other obligations under the Contract in accordance with Good Industry Practice. Contractor's organization shall include a staff of qualified technical personnel with appropriate experience to handle engineering, planning, and performance of the Work.

3.1.4. Contractor shall comply with and shall cooperate with Company in enforcing Site conditions, Site procedures, and work rules which directly affect the performance of the Work, which have been provided to Contractor in Exhibit A, including but not limited to, starting and quitting time, smoking regulations, check-in and check-out procedures, job site safety regulations and security regulations, emergency plans and procedures.

3.1.5. Contractor shall check all relevant dimensions and elevations indicated on any drawings furnished to it by Company during the process of completing the Work. This verification shall be performed to the extent practicable early in the project to resolve any discrepancies found while minimizing impact to the project schedule or costs. Contractor shall notify Company of any discrepancy between the drawings and the conditions at the Site, or any error or omission in drawings or instructions, which it may discover in the course of the Work. Full instructions will be furnished by Company should such error or omission be discovered and Contractor shall carry out such instructions. If significant physical plant changes result and/or significant analytical work is required, an equitable adjustment in the Contract Price and appropriate schedule shall be made by Purchase Order revision pursuant to Article 12.0.

3.1.6. By becoming a Party to the Contract, Contractor represents it has carefully and completely examined the Contract Documents affecting the Work and is fully informed as to all existing conditions and limitations, and Laws and Regulations of any Governmental Authority affecting Contractor, the Work or the Site, and has carefully considered and studied all items necessary to attain the conditions and performance contemplated by this Contract. Further, Contractor will satisfy itself as to existing facilities, working space, storage space, access facilities and all other conditions pertaining to the Site relative to the conduct of Contractor's operation by inspection of the Site As a result of the preceding, any plea of ignorance by Contractor regarding existing or foreseeable conditions which create difficulties or hindrances in the

execution of the Work, will not excuse Contractor from fulfilling all requirements of the Contract, or as a basis for any claim for additional compensation or time subject to Article 12.0. Notwithstanding the foregoing, if Contractor encounters unknown conditions at the Site which differ materially from those previously disclosed in the Contract Documents which Contractor did not discover during its Site inspections and plant walk-downs using reasonable due diligence, and which conditions require significant physical plant changes or significant additional analytical work, Contractor shall notify Company promptly.

3.1.7. Pursuant to this Contract, Contractor will submit for Company's review and approval the drawings and documents as required in Exhibit A. Upon receipt of comments from Company, Contractor will address Company's comments and correct errors (such as calculation errors, drawing errors, etc.) identified during Company's review or the normal progression of Work on the Project that do not result in significant change in the base scope. Under this Article, it is agreed between the Parties that significant change means any change with financial or schedule impact on Contractor's Scope of Work.

3.1.8. Contractor shall transmit to Company all the information required to be provided to Company by Contractor under this Contract, including, but not limited to, the data and design criteria set forth in Exhibit A according to the Integrated Project Schedule.

3.2. Quality Assurance

3.2.1.

The Work shall be performed in accordance with Section 9.0 of Exhibit A.

3.2.2. Quality verification documentation such as certificates of conformance, certificates of compliance, certified material test reports, etc. shall be packaged along with the packing list in an envelope, or other suitable container, labeled "quality verification documentation", and mailed directly to:

Do not mail the quality verification documentation with the invoice.

3.3. Reports

Monthly progress reports shall be submitted to Company Project Manager two working days prior to the end of every month. The Parties shall agree within one hundred twenty (120) days after the Effective Date on the formatting of the progress reports which shall include a Work summary with major milestones status, organizational status, Work schedule status, financial status, invoice status and a statement of any significant issues or risks which remain unresolved or where Company assistance is required and Contractor's recommendations for resolving the same.

3.4. Compliance with Laws

3.4.1. Contractor and its employees, agents, representatives and Subcontractors shall at all times comply with all applicable Laws and Regulations as such are amended from time to time, including but not limited to those related to environmental protection and health and safety. Contractor shall also furnish Work which conforms to all applicable safety codes and Laws and Regulations. Should any discrepancy or inconsistency be discovered between the Contract and Laws and Regulations, Contractor shall promptly report the same in writing to Company who shall issue such further instructions as may be necessary. Contractor shall deliver to Company all certificates and approvals

received by Contractor resulting from inspections by Governmental Authorities related to the Work.

3.4.2. Contractor will not discriminate against any of its employees, other contractors' employees, Subcontractors' employees, or Company's employees, and will not discriminate against any applicant for employment because of race, age, color, religion, sex, national origin, or disability, or because of any other factor protected by applicable law. Contractor will not harass, or permit the harassment of, any person on the basis of his race, age, color, religion, sex, national origin, disability, or any other factor protected by applicable Laws and Regulations and will not participate in creating or tolerating a hostile work environment on the Site or an environment which could be perceived as hostile. Contractor agrees to comply with all applicable Laws and Regulations relating to non-discrimination in employment. Contractor agrees to abide by the following: (1) all federal prohibitions against discriminating against any employee for employment because of race, age, color, religion, sex, national origin, disability status, or any other factor protected by applicable law; (2) Utilization of Small Business Concerns rules as set forth in 15 U.S.C. §637; (3) Equal Opportunity laws as set forth in Exec. Order No. 11246, codified with modifications at 42 U.S.C. §2000e, and Federal Acquisition Regulations ("FAR") 48 C.F.R. §§22.802, 52.225-25, 52.222-26, 52-222-28; (4) Affirmative Action for Special Disabled and Vietnam Era Veterans laws as set forth in 38 U.S.C. §4212 and FAR 48 C.F.R. §§22.1301, 60-250, 52.222-35, 52.222-37; (5) Affirmative Action Clause for Individuals with Disabilities set forth at 29 U.S.C. §793 and FAR 48 C.F.R. §52.222-36; (6) Utilization of Women-Owned Businesses laws as set forth in FAR 48 C.F.R. §52.219-8, 52.219-9; (7) Non-Segregated Facilities Certification and Affirmative Program provision set forth in FAR 52.222-21; (8) laws permitting the United States Comptroller General to access a contractor's records under FAR 52.215-2; (9) Water Pollution Control Act (Clean Water Act) laws as set forth in 33 U.S.C. §1251 et seq., and FAR 52.223-1, 52.223-2; (10) Clean Air Act laws as set forth in 42 U.S.C. §7606, and FAR 52.223-1, 52.223-2, 52-223-14; (11) Contract Work Hours and Safety Standards Act as set forth in 40 U.S.C. §§327 et seq. and FAR 48 C.F.R. §52.222-4; (12) Restrictions on Subcontracting Sales to the Government laws as set forth in FAR 48 C.F.R. §52.203-6; Anti-Kickback laws in FAR 203-7; (13) Reporting provisions in FAR 48 C.F.R. §52.222.22; (14) Disclosure laws in FAR 48 C.F.R. §52.203-11; and (15) the provisions of Executive Order 13201 Compliance (29 CFR Part 470), relating to the notice of employee rights concerning payment of union dues.

3.4.3. Contractor shall take reasonable precautions in the performance of all Work under this Contract to protect the safety and health of Contractor employees.

3.4.4. With respect to toxic substances existing at the Site, Company agrees to notify Contractor whenever possible in advance in the event that employees may be exposed to toxic substances.

3.4.5. Company agrees to provide to Contractor personnel occupational exposure records on any exposures. Contractor agrees to cooperate with Company in Company's efforts to obtain occupational exposure records at the time each employee is assigned provided, however, that Contractor shall incur no liability as a result of such cooperation.

3.4.6 Certain technical information supplied to Contractor by Company and certain other technical data, technical information, proprietary information, software, services, assistance, equipment or materials furnished to Contractor in connection with this Agreement shall at all times be subject to the export control laws and regulations of the United States Government, including the U.S. Export Administration Regulations. Contractor agrees that no disclosed information, or any product thereof, shall be exported or re-exported by it or its affiliates or its authorized transferees, if any, directly or indirectly, unless explicitly permitted in writing by Company and the United States Government, to (a) any country (including, without limitation, those listed in 10 CFR § 810.8(a)), entity or natural person for whom the prior authorization of the United States Government is required under applicable United States export control laws and regulations, and (b) any citizen of such country regardless of where he or she is located anywhere in the world. The obligations under this Article 3.4.7 shall survive any termination, expiration or discharge of any other contract obligations.

3.5. Schedule

3.5.1. Within ninety (90) days after the execution of this Contract, Contractor shall develop and submit to Company the Integrated Project Schedule (Level 1, 2 and / or 3 as required by Company) for Company's review and approval. Company shall have thirty (30) days after receipt of the Integrated Project Schedule to furnish comments to Contractor. The Integrated Project Schedule shall provide the level of detail as agreed by Contractor and Company and shall address any scheduling concerns that Company may raise after the initial review. After approval of the initial Integrated Project Schedule, Contractor shall maintain a schedule showing actual progress against the Integrated Project Schedule and provide such schedule in the monthly progress report as provided in Article 3.3. Either Party may request changes to the Integrated Project Schedule during the term of the Contract.

3.5.2. If at any time during the performance of the Work Contractor's actual progress, as measured by the Integrated Project Schedule, does not keep pace with the key dates or is insufficient to assure that the Contract completion dates can be met, Company may notify Contractor of such imminent or actual non-compliance. Contractor will thereupon submit a recovery plan to Company for approval and take steps as may be necessary to improve its progress including, without limitation, an increase in Contractor's labor force, or the number of shifts, or overtime operations, or additional days of work per week, or similar measures. Neither such notice by Company nor Company's failure to issue such notice shall relieve Contractor of its obligation to achieve the quality of Work, rate of progress or other requirements of the Contract. To the extent that such recovery actions are required for reasons other than acts or omissions of Contractor, an equitable adjustment to the Contract Price shall be made, pursuant to Article 12.0.

3.5.3. If Contractor fails to prosecute the on-Site Work properly, Company may, after reasonable notice to Contractor, make good the deficiencies and make an equitable reduction to the Contract Price pursuant to Article 12.0.

3.5.4. Contractor shall cooperate at all times with other contractors and Company work forces who may be on the Site so that each may have an opportunity to complete its part of the work before it is covered up, and the proper sequence of the Project is maintained. Contractor shall

cooperate so as not to unreasonably interfere with Company's business operations and to ensure the safety of all persons.

3.5.5. If all or part of the Work depends on proper execution of services performed by others, Contractor shall, before proceeding with its Work, report to Company any defects in such other work. Failure to report such defects shall constitute Contractor's acceptance of the conditions without change to the Contract Price or appropriate schedule.

3.6. On-Site Safety

3.6.1. Contractor shall be directly responsible for its own safety program. Contractor's safety program shall be reviewed against the Safe Work Practices Manual in effect as of the Effective Date and shall be at least as conservative as the Safe Work Practices Manual. Contractor is responsible for providing first aid for its employees and its Subcontractors. Contractor is responsible for providing off-site medical care and transportation for such care. All off-site care must be coordinated with the Safety Department. The reporting of all unanticipated non-injury events that either resulted in damage to Work, Site, equipment or adjacent property, or were a near miss that could have resulted in damage to Work, Site, equipment or adjacent property are to be reported as soon as possible, and before the end of the shift in which the incident occurred.

3.6.2. Company may suspend Work which interferes or threatens to interfere with the operation of Company's equipment until the interference is eliminated. To the extent that such suspension is required for reasons other than the fault of Contractor, an equitable adjustment to the Contract Price and Integrated Outage Schedule shall be made pursuant to Article 12.0. All equipment or tools used by Contractor on the Site shall be subject to inspection.

3.6.3. Company may immediately suspend Work if, in the sole opinion of Company, Contractor's Work is being performed in a hazardous and dangerous manner. Work shall not thereafter proceed until Contractor agrees to conduct the Work in a safe manner satisfactory to Company. Contractor shall be entitled to no additional compensation or equitable adjustment of any kind for performance of this Contract in the event Company suspends Contractor's Work pursuant to this paragraph. Failure of Company to inspect, observe or detect a hazardous or dangerous Work condition or procedure on behalf of Contractor's Work being performed shall not be construed as an act of omission or negligence by Company. Company's right to suspend the Work as provided in this paragraph does not constitute that Company is in charge of the Work of Contractor, its agents, employees, servants or Subcontractors.

3.6.4. In any emergency affecting the safety of persons or property, Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. After the situation is stabilized Contractor shall notify Company immediately. An equitable adjustment in the Contract Price and appropriate schedule claimed by Contractor on account of emergency Work shall be determined as provided in Article 12.0.

3.6.5. In addition to reporting to Government Authorities as required by Laws and Regulations, Contractor shall submit a written report to Company within 24 hours after any serious Personal Injury or significant damage to Company's property during performance of the Work, including but not limited to Personal Injury or death of any employee or any member of the public, or damage to the Work, the Site or adjacent property. The written report should include the names and addresses of every witness to such

occurrences. If a fatality occurs, Contractor shall, in addition to providing a written report, make an immediate report to Company. Contractor shall cooperate fully with Company in the event Company investigates the occurrence.

3.7. Key Personnel

3.7.1. Key Company project personnel shall be the Project Manager. Company may designate replacements for its Project Manager by providing Contractor with written notice.

3.7.2. With regard to actions affecting the Contract or Contractors performance thereunder, Contractor shall take direction only from Company Project Manager or designee.

3.7.3. Key Contractor project personnel shall be the Project Manager, Site Superintendent, Field Engineer, Construction Manager, Site Engineering Manager, and Loading Services Supervisor. The persons selected by Contractor for these positions shall be subject to the prior written approval of Company, which shall not be unreasonably withheld. If it becomes necessary to remove any of the referenced personnel, or if any of these positions become vacant during the course of the Work, replacements shall be provided subject to Company's approval, not to be unreasonably withheld.

3.8. Shipments

3.8.1. The shipping of Goods provided under the Contract shall be the sole responsibility of Contractor.

3.8.2. Company may route and specify the mode of transportation for shipments of all materials or equipment purchased by Contractor for the Work. If Company's routing or mode of transportation increases Contractor's transportation costs, Contractor shall immediately notify Company. If Company still specifies the more expensive route or mode of transportation, Company shall reimburse Contractor for the amount of the increased transportation costs.

3.8.3. Contractor shall arrange to wrap, pack, crate, load, enclose and brace all materials and equipment purchased for the Work on a carrier in a good, workmanlike manner and in accordance with applicable standard trade procedures and practices.

3.8.4. Contractor shall not instruct any Subcontractor to deliver any material or equipment related to the Contract to the Premises unless Contractor will be present at the Premises to accept such material or equipment. In no event will Company accept on behalf of Contractor, or be responsible for, any material or equipment ordered by Contractor and delivered to the Premises. Any shipments that are sent directly to the job site (including those ordered by Subcontractors) shall be clearly marked to the Contractor's attention and show the Purchase Order number issued by Company to the Contractor

ARTICLE 4.0

COMPANY'S OBLIGATIONS

4.1. Compensation

In consideration of the performance of the Work, Company shall pay to Contractor the Contract Price.

4.2. Company Information

Company shall transmit to Contractor all the documents and information requested by Contractor in the time frame needed to support the Integrated Project Schedule, Contractor shall not be responsible for

verifying any such data and information provided by Owner. Contractor shall notify Company if it discovers errors in calculations or other data provided to Contractor by Company.

4.3. Review and Approval of Contractor Documentation

Company shall review and approve the drawings and documents as required in Exhibit A.

The Contractor shall submit documents that are Site-specific (as contrasted with Contractor's generic documents) for review and approval by Company in a sequence and manner such that Company may review and comment on or approve such submittals without causing delays in the Work. Subject to documents being submitted in a proper sequence and in accordance with the mutually agreed Integrated Project Schedule, Company will have fourteen (14) calendar days from receipt of documents to accept or provide comments on the submitted documents. Documents that require a longer review period (e.g. Engineering Change packages that may include multiple supporting documents also requiring review) will be tracked in accordance with the project schedule. Company will be limited to one (1) review cycle except in cases where resolution of comments results in extensive revisions to the document. It is intended by both Parties that submittals are complete and shall be sufficiently reviewed in advance of submittal by Contractor. In the event that Company does not respond within the stated time frame, the Contractor shall make courtesy contact with SPOC to notify that review period is coming to an end. And unless directed otherwise, the 'lack of response' will be deemed by the Contractor that Company has accepted what is stated in the documents, and the Contractor will have sufficient cause to proceed per the documents. The final version of these documents will be submitted to Company.

Contractor shall resolve Company comments within fourteen (14) calendar days of its receipt of Company's comments on a Deliverable sent to the Company for review.

Regardless of any language herein to the contrary, Company acceptance, approval, review and comment or failure to review a submittal by Contractor of a Deliverable or any item of Work shall not excuse or otherwise discharge Contractor from its warranties or its responsibility to supply Work that interfaces with Company-furnished components, provided that Company makes every reasonable effort to provide Contractor undocumented interface requirements, and comply with the requirements of this Agreement, including any Specifications and drawings that may be developed or revised as part of the Work. Review and comment by Company of Contractor's Deliverables within the fourteen-day review cycle shall not relieve Contractor of its obligation to maintain the Contract Schedule and to complete the Work in accordance with this Agreement, and any such review and comment by Company and time required by Contractor to address comments or corrections submitted by Company within the 14 day review cycle shall not be grounds for Contractor to claim a Company-delay in accordance with the Change Order and Delay Articles of the Agreement and shall not constitute a waiver of rights under this Agreement with respect to nonconforming Work.

The Contractor shall prepare and submit Engineering Change packages for review and approval for all required plant modifications in accordance with Company procedures.

The submission of any Deliverables associated with the Work in this agreement shall be certification by Contractor that to Contractor's best belief, the information set forth therein is accurate in all material respects and conforms to the Agreement requirements and all applicable Laws.

4.4. Company Support Responsibilities

Company shall perform those supporting services and provide the materials, equipment and space described Section 6.0 of Exhibit A. The Parties recognize and agree that Contractor will implement the Project in a turn-key fashion and that Company does not have manpower to assist Contractor except as specifically describe in Section 6 of Exhibit A nor that Company will accept scope changes and additional costs associated with supporting services. If, upon the request of Contractor, Company can elect, at its discretion, to provide support in regards to items such as tools, equipment, scaffolding, and the like and said items are available, then Company will take reasonable efforts to provide the requested support. Notwithstanding the foregoing, Contractor agrees to provide ALL equipment, materials, tools, and labor to cover entire scope of work without the assistance of Company and Contractor certified that all such costs are included in their firm/fixed costs.

4.5. Site Availability

Company shall provide access to the Site at the time and to the extent necessary for the delivery of the Goods and the performance of the Work.

4.6. Company Project Manager

The designated Company Project Manager shall be xxx. Company Project Manager will have knowledge of the Work and be available at all reasonable times for consultation. Company Project Manager shall be authorized on behalf of Company to administer the Contract, agree upon procedures for coordinating the efforts of Company and Contractor, and, when appropriate, to furnish information to or receive information from Contractor in matters concerning the Work.

ARTICLE 5.0

CONTRACTOR COMPENSATION

5.1. Invoices and Payments

5.1.1. The sum of Contract Price and the Gainshare Payment will be the sole compensation to Contractor for the complete fulfillment of all of its obligations under this Agreement.

5.1.2. Company shall pay to Contractor the Contract Price in accordance with Exhibit B. Contractor shall issue no more than one invoice per month for the duration of the project. Unless otherwise identified in Exhibit B, all prices contained therein are firm and fixed and include all costs, fees, and expenses, including but not limited to all travel related, per diems, lodging, site related, equipment, material, manpower, and rental costs.

5.1.3. For each scheduled payment set forth in Exhibit B, Contractor shall issue an invoice, which shall meet the requirement of Exhibit C, to Company for payment which includes sufficient documentation for Company to verify the validity of such charges. If Company finds an error in the invoice, Company shall promptly notify Contractor thereof and Contractor shall promptly issue a corrected invoice. If Contractor disagrees with Company that the invoice is in error, the Parties shall work together in good faith to resolve the dispute.

5.1.4. For undisputed invoices, payment for one hundred percent (100%) of the invoiced amount specified in such Contractor's invoice shall be made by Company in U.S. Dollars with payment terms of Net thirty (30) days from the receipt of an original and correct Contractor's invoice. If any amount correctly invoiced by a Party is not paid within forty-five (45) days, such unpaid amounts shall accrue interest at the prime interest rate of Citibank, N.A. plus two (2) percentage points. Said interest shall accrue on any unpaid amounts from the date when payment thereof falls due until the date the payment obligations of the Party invoiced have been fulfilled.

5.1.5. For disputed invoices, payment for the undisputed amount shall be made by Company in U.S. Dollars within thirty (30) days from the receipt of the original and correct Contractor's invoice and any undisputed amount not paid within forty-five (45) days shall accrue interest as specified in Article 5.1.4. Company and Contractor shall promptly attempt to resolve any such dispute and the balance, if any, shall be paid within thirty (30) days after issuance of either a written order or award resolving the dispute or receipt of a revised invoice from the Party to be paid in the event the Parties mutually resolve the dispute.

5.1.6. In the event Contractor does not receive Company's payment within the applicable time period specified above, Contractor shall promptly notify Company of such non-payment.

5.1.7. Contractor shall issue separate invoice for all amounts due and payable under this Contract, including but not limited to project managements costs, by the Project Components listed in Article 5.2.1.

5.1.8. If an invoice issued hereunder becomes due on a Saturday, Sunday or a bank holiday in the U.S.A., such invoice shall be paid on the next succeeding day which is a business day in the U.S.A.

5.2. Retainage

5.2.1. The final ten percent (10%) payment of each of the Major Project Components shall be held as retainage and Contractor will be eligible for payment of the retainage upon Final Acceptance (as detailed in Exhibit B)

5.3. Payments and Lien Claims

5.3.1. No certificate given or payments made shall be considered as conclusive evidence of the performance of the Contract, either in whole or in part, nor shall any certificate or payment be construed as acceptance of any Defective part of the Work.

5.3.2. Each payment request shall be accompanied by an Application for Payment and by such supporting documentation as Company may reasonably require. Such supporting documentation shall include, without limitation, the following items:

- i) Certification from the Ameren Engineer or SPOC that Contractor has completed the Work for which it seeks payment.
- ii) A detailed invoice listing all payments made by Contractor during the month covered by the applicable payment request which are applicable to the amount claimed. Sales taxes for the applicable items to be charged

such taxes shall be itemized as separate line items within the payment application or an affidavit stating the sales taxes have been paid to the state on all items of Work furnished with each payment application. Contractor and Subcontractors shall furnish a copy of its sales tax identification number for the state in which the Project is located with the first Application for Payment.

iii) Fully executed and notarized affidavits and waivers of Lien as required by Attachment D.

iv) Payment requests from Subcontractors and such other evidence as Company, in its sole discretion, may reasonably deem necessary to substantiate Contractor's claim for payment.

v) If applicable, the Contractor and each Subcontractor's certified weekly payroll detailing the hours worked and the wages paid to each person employed by Contractor or its Subcontractor.

5.3.3. Company shall notify Contractor if Company rejects the payment request as soon as reasonably practical after receiving the Application for Payment from Contractor and shall state, in writing and in reasonable detail, the reasons for such rejection. Company may decline to certify payment and may withhold the Payment in whole or in part as provided herein, to the extent reasonably necessary to protect the interest of Company. If Company is unable to certify that the statements in the Application for Payment are factual and true and to certify that the amount of the payment request accurately reflects the proportionate amount of Work claimed to have been performed and is unable to sign the Certificate of Payment for the amount of the payment request, Contractor will be notified. If Contractor and Company are unable to agree on a revised amount, Company will approve the payment request for the amount for which Company is able to certify as being due Contractor. Any provision hereof to the contrary notwithstanding, Company shall be entitled to withhold payment in proportion to the cause for such withholding which shall be reasonably determined by Company if any one or more of the following conditions exist:

i) Contractor is in material default of any of its obligations hereunder or under any of the Contract Documents, or

ii) Any part of such payment is attributable to Work which is Defective or not performed in accordance with the Contract Documents; provided, however, that (1) payment shall be made for specific portions of the Work which is performed in accordance with the Contract Documents and is not Defective unless such Work must be removed or altered in order to replace Defective Work and (2) Company shall notify Contractor of Work which is Defective, or not performed in accordance with the Contract Documents and give Contractor a reasonable time to perform such corrective Work, or

iii) Contractor has failed to make payments when due to Contractor's Subcontractors or for material or labor used in the Work, or

iv) Intentional or willful damage by Contractor to Company's property or the property of others on the Premises, or

v) Incomplete or inadequate documentation with the payment request, or

vi) A Lien or attachment is filed and such Lien has not been discharged.

5.3.4. When the above grounds are removed to Company's satisfaction and if Company finds the payment request to be in order, Company shall pay to Contractor, not later than thirty (30) Days after receipt of all information required or such other time period as may be provided in the

Contract Documents, the amount shown and approved to be properly due to Contractor less previous payments made relating to the cost of the Work.

5.3.5. Contractor agrees to make prompt payment to all Subcontractors, laborers, material men and all other entities entitled to payment on account of the Work. Contractor agrees to keep the Work and the Premises free and clear of any and all Liens and claims of Subcontractors, laborers, material men and any others entitled to Liens against the Work, the Premises or any part of the Premises, with respect to the Work. If a Lien shall be filed or recorded for amounts included in such payment under the applicable Mechanic's Lien Laws and Contractor after written Notice from Company fails to settle, bond or otherwise discharge such Mechanic's Lien within ten (10) Days thereafter; (1) Company may withhold, or, on account of subsequently discovered evidence, may nullify the whole or part of an amount equal to one hundred and ten percent (110%) of such Lien to protect itself until Contractor shall furnish satisfactory evidence that the Lien has been satisfied, discharged, or released; and Contractor shall record such statutory Mechanic's Lien release bonds to release or save harmless the Premises and the Work from such Liens; and (2) if such evidence is not furnished by Contractor within a period of ten (10) Days after demand therefore, Company at its option, but without being required to do so, may discharge such indebtedness or post such Mechanic's Lien release bonds and deduct from the Contract fee, the amount required therefore, together with any and all losses, costs, damages and attorney's fees suffered or incurred by Company.

5.3.6. Company shall not be obligated to make Final Payment to Contractor until (i) the Work is completed (including the satisfaction of any Performance Guarantees and Company accepted the Major Project Components in accordance with Article 6.2); or (ii) in the event Contractor fails to produce, all receipts, releases or other evidence showing that Contractor has paid all amounts due to Governmental Authorities, Subcontractors or labor organizations arising from the Work. Acceptance by the Contractor of Final Payment under the Contract shall constitute a waiver of all claims against Company under the Contract.

5.4. Alternate Material

In the event the Contract Documents designate any equipment, material or item by proprietary name or name of manufacturer, Contractor shall use such designated equipment, material or item unless specifically otherwise agreed to by Company in writing. Proposed alternates or substitutes shall not be procured, used or installed by the Contractor until Company has agreed to such alternates or substitutes in writing.

5.5. At-Risk Compensation

5.5.1. The Parties agree that the principles of compensation under this Agreement shall be comprised of a firm, fixed price component (the Contract Price) and an "At Risk" compensation component. The "At Risk" compensation component will utilize KPIs, BAU and Stretch Targets, and Actual Scores. At the conclusion of Work, the Contractor's performance will be calculated for each KPI and this Actual Score will be used to calculate the Gainshare Payment as shown in Article 5.5.2.

5.5.2. The following principles will be used to determine the Gainshare Payment: If Contractor's Actual Score is less than or equal to the Stretch Target for the KPI as shown in Article 5.6, Contractor shall be entitled to a Gainshare Payment equal to the Stretch Target

Payment indicated in Article 5.6 for said KPI. If Contractor's Actual Score is less than or equal to the BAU Target for the KPI but greater than the Stretch Target (if applicable, both as shown in Article 5.6), Contractor shall be entitled to a Gainshare Payment equal to the BAU Target Payment indicated in Article 5.6 for said KPI. If Contractor's Actual Score exceeds the BAU Target for the KPI as shown in Article 5.6, Contractor shall not be entitled to a Gainshare Payment for said KPI and Contractor shall be liable for payment of liquidated damages to Company pursuant to Article 5.7.

The Parties recognize for some KPIs there is no Stretch Target. In those cases, the Gainshare Payment shall be based only upon the BAU Target. Company shall document its Gainshare Payment determinations on one or more KPI Payment Certificates, which shall be sent to Contractor in the form of a written notice. Company shall make the indicated Gainshare Payment within thirty (30) days of the date of said notice.

5.6. KPIs

The Parties have agreed to the following KPIs and their associated Stretch Targets, BAU Targets, Stretch Target Payments, and BAU Payments.

Key Performance Indicator Stretch
Target
BAU
Stretch Target
Payment
BAU
Payment
OHS Recordables per Year 0 \$15,000

Key Performance Indicator Stretch
Target
BAU
Stretch Target
Payment
BAU
Payment
Total Costs Meets Original
Contract Price Excluding
Identified Optional Scope
1% \$15
Project Related Corrective
Action Request (Sig 1 or 2)
Due to Contractor
Performance per Year
0 0 \$25,000
Total Non Conformances All
Equipment Delivered (Non
Mat'l Receipt)
10 15 \$30,000 \$25,000

5.7. Liquidated Damages

If Contractor's Actual Score exceeds the BAU Target for the KPI, Contractor shall be liable for payment of liquidated damages to Company.

The amount of liquidated damages due Company for each KPI is listed in the table below. The payment of liquidated damages is Contractor's exclusive liability and Company's exclusive remedy with regard to Contractor's failure to meet the BAU Target for a KPI, whether said claims are designated as arising in contract or tort (including negligence), strict liability, indemnity or otherwise. The Parties acknowledge and agree that it would be difficult or impossible to determine with precision the amount of damages that would or might be incurred by Company as a result of Contractor's failure to meet the BAU Target for a KPI for which liquidated damages are provided. The Parties agree that the amounts of liquidated damages provided under this Agreement are in lieu of actual damages and are the Parties' reasonable estimates of fair compensation for the losses that may reasonably be anticipated from such failures in respect of such matters, and do not constitute a penalty. If the Contractor fails to pay such liquidated damages, Company may deduct the amount thereof from any money due or that may become due the Contractor under the Contract.

ARTICLE 6.0

INSPECTION, COMPLETION, AND ACCEPTANCE

6.1. General Requirements

6.1.1. All Work shall be subject to inspection by Company or its agent at all reasonable times and at all places. Any such inspection is for the sole benefit of Company and shall not relieve Contractor of the responsibility for providing quality control measures to assure that its performance of the Work complies with the Contract requirements. No inspection by Company shall be construed as constituting or implying either a waiver or acceptance. Inspection shall not relieve Contractor of responsibility for damage to or loss of any Work prior to acceptance. Contractor shall furnish all reasonable assistance required by the inspectors, for the proper inspection of the Work.

6.1.2. Company's access shall include all areas where the design, fabrication, assembly, and testing of the Goods or parts thereof, sub-component and accessories will take place.

In case the above mentioned Company agent is one of Contractor's or its major Subcontractor's potential competitors, prior written approval by Contractor shall be required and the said agents shall prior to the access at Contractor's or Subcontractor's facilities sign an undertaking for confidentiality acceptable to Contractor.

6.1.3. Contractor shall accommodate inspections by responsible third party organizations including but not limited to insurance agencies, and city, state and federal officials, when required, and shall render all necessary assistance to aid these representatives in making inspections.

6.1.4. Consents, inspections, approvals, waivers, cancellations, changes, acceptances, and other actions shall be fairly made or taken and not unreasonably withheld or delayed, so that the Parties will not be unreasonably hindered in efficiently completing their obligations under the Contract.

6.2. Final Acceptance

6.2.1. Final Acceptance shall occur upon Company's Acceptance of Major Project Components. If the Major Project Components require a post

modification test plan, Final Acceptance shall occur once the post modification test plan is complete. Prior to any post modification walk down, the following shall be done:

1. Submit record drawings, parts and replacement lists, diagrams, instructions, maintenance manuals, assigned material supplier warranties (if any), final Project photographs and similar final record information.

2. Deliver tools, spare parts, extra stocks of materials and similar physical items to Company.

3. Clear Premises of debris, refuse, scrap material or rubbish of any sort resulting from Contractor's or Subcontractor's operations, all windows, floors, walls, machinery and other surfaces involved in the Work are clean and free from stains, markings or other disfigurement.

4. Complete start-up testing of systems, and required training of Company's operating/maintenance personnel.

5. All required performance tests shall have been completed and satisfaction of Performance Guarantees, if any, have been certified by Company.

6. Complete or discontinue (or change over) and remove from the Project site temporary facilities and services, along with construction tools and facilities, and similar elements. Further, any Punch List items from the post modification walk down between Company's Project Manager and Contractor's Site Manager shall be closed out and Company shall have on file a completion notification form CA2173, Modification Installation Completion Notification. The Punch List for all modification packages is to include an item to assure that the Contractor has issued the modification final closure form in Director.

6.2.2. If, during walkdown for Final Acceptance, the Work is not in accordance with Contract requirements, Contractor shall prepare and submit to Company a list of all deficiencies for the completion or repair of such deficiency (the "Punch List"). For each Punch List entry Contractor shall describe the deficiency, a proposed schedule (not to exceed fifty (50) days for design related deliverables). Defects shall be cured prior to Final Acceptance. Deficiencies discovered by Company shall also be added to the Punch list. Contractor shall proceed promptly to complete and correct all items on the Punch list within a reasonable time frame taking into account the nature of the deficiencies. Failure to include an item on the Punch list does not alter Contractor's responsibility to complete all Work in accordance with this Contract. Contractor shall complete all items on the Punch list promptly after Company receives the Punch list and in any event in accordance with the schedule set forth in the Punch list. Contractor shall revise and update the Punch list on a daily basis to include the date that such deficiencies listed on the Punch list are completed by Contractor. The deficiencies listed on the Punch list shall not be considered complete until Company shall have inspected such deficiencies and acknowledged, by notation on the updated Punch lists, that such item of Work is complete, such acknowledgment not to be unreasonably withheld. After Final Acceptance, Company shall submit any deficiencies as warranty claims as provided by Article 7 and that Article shall govern the resolution of such deficiencies.

6.2.3. When Contractor considers that applicable Major Project Component is completed and Company Acceptance can occur, Contractor shall send a written notice to Company requesting Company's acceptance of applicable Major Project Component. Company shall by written notice, within fourteen

(14) calendar days of such notice, confirm to Contractor that the applicable Major Project Component is accepted, or that Company has rejected the applicable Major Project Component and shall provide to Contractor, in reasonable detail, all explanations of any deficiencies it has noted. In the event Company fails to confirm to Contractor, in writing, of its acceptance or rejection of the Major Project Component within fourteen (14) calendar days then the applicable Major Project Component shall be deemed to be accepted by Company. Upon acceptance or deemed acceptance of a Major Project Component, Contractor shall apply for payment in accordance with milestones as detailed in Exhibit B. Application for payment must include supporting documentation. Upon Company's rejection Notice that Work Contractor shall take all reasonable steps necessary to correct the deficiencies. Contractor and Company shall re-inspect Work. If necessary, this procedure shall be repeated. Upon satisfactory re-inspection of the work, Company shall send written Notice to Contractor accepting applicable Major Project Component.

6.2.4. After acceptance of the last Major Project Component, the Company shall determine final status of the key performance indicators and the Parties shall issue either invoices or rebates in accordance with Article 5.5, as required. Final Project Completion is when the whole Project has been completed in all respects in accordance with the Contract, and all remaining items to be completed by Contractor, in each case, to the full satisfaction of Company, Contractor shall so inform Company in writing. Company will then prepare and provide to Contractor a written notice of acceptance and completion of the whole Project. The date of the Final Project Completion Notice shall be the official completion date relating to the assessment of liquidated damages.

6.3. Certification, Audit, and Taxes for Time and Material Work

6.3.1. Contractor will provide at the written request of Company, a certification by Contractor's controller or chief financial officer that any amounts invoiced to Company by Contractor were calculated in accordance with the Contract. At the written request of Company, Contractor shall permit Company to inspect all relevant documents necessary to verify the accuracy of such costs to Company.

6.3.2. Company may, upon reasonable Notice, audit the records of its Contractor and its Subcontractors and suppliers during regular business hours, during of this Contract and for a period of three (3) years after Final Payment is made by Company to Contractor under this Contract or longer, if required by Law. Such audits may be performed by a Company's representative or an outside representative engaged by Company.

Compensation paid on a lump-sum basis shall not be auditable by Company.

6.3.3. For purposes hereof, Contractor's "records" means any and all information, materials and data of every kind and character, whether hard copy or in electronic form, which may, in Company's judgment have any bearing on or pertain to Project, including, without limitation, books, subscriptions, recordings, Contracts, Purchase Orders, leases, contracts, commitments, arrangements, notes, daily diaries, written policies and procedures, time sheets, payroll registers, payroll records, cancelled payroll checks, subcontract files (e.g., including proposals of successful and unsuccessful bidders, bid recap), original estimates, estimating work sheets, correspondence, back-charge logs and supporting documentation, invoices and related payment documentation, general ledgers, records detailing cash and trade discounts earned, insurance

rebates and dividends, superintendent reports, drawings, receipts, vouchers and memoranda.

6.3.4. Company's authorized representative shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the Contract, shall be provided adequate and appropriate work space at Contractor's facilities, may count employees at the Premises, may be present for the distribution of payroll and shall have such other rights of access as may be reasonably necessary to carry out an audit.

6.3.5. If an audit discloses overpricing or overcharges of one percent (1%) of the total amount paid or to be paid to Contractor or \$200,000 whichever is less, in addition to making adjustments for the overcharges, the reasonable actual cost of Company's audit shall be reimbursed to Company by the Contractor. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within ninety (90) calendar Days from presentation of Company's findings to Contractor.

6.3.6. Unless specifically provided otherwise elsewhere in the Contract Documents, Contractor represents that it is licensed to collect all taxes for each and every part of this transaction for every taxing authority having jurisdiction over this transaction, in whole or in part, and shall be responsible for payment of such taxes. Contractor shall indemnify and hold Company harmless from any claim made by a taxing body against Company. Contractor, upon request, shall provide Company with all information regarding Contractor's method of calculation, collection, and remittance of such taxes.

6.3.7. When obligated to pay Contractor's direct labor costs (i.e., on time and material contracts calculated on actual wages rather than hourly rates or compensation for Extra Work), it is Company's intent to only reimburse Contractor for actual payroll taxes and workers' compensation (WC) costs. Contractor is required to provide a reconciliation of billed payroll taxes (FICA/FUTA/SUTA) and WC to actual payroll taxes and WC costs on an annual basis by January 31 of each year. If the estimate billed is lower than the actual taxes/costs, then Company will remit, via check, by February 15 of each year, the difference to Contractor. If the estimate billed is higher than the actual taxes/cost, then Contractor will remit, via check, by February 15 of each year, the difference to Company. To further clarify, it is the intent that any amounts over-collected from Company by Contractor, on all Company jobs other than lump sum jobs, above its actual costs due to statutory caps/cutoffs, rate differences, rebates, premium discounts, etc. be refunded to Company. Contractor's statutory rates (insurance and payroll taxes) shall be adjusted (increased or decreased) at the time the Contractor is notified of such adjustment. Any Contractor cost associated with Labor Union participation shall be a reimbursable cost. General liability and property damage insurance, overhead and profit are fixed rates that are not subject to reconciliation and/or audit.

6.3.8. As part of this reconciliation process, Contractor is required to provide Company with the following information:

1. State returns (with supporting schedules) showing payroll tax and WC rates and amounts paid.
2. Insurance bills showing WC rates paid, if privately insured.
3. Detail listing of any out-of-pocket WC claims paid, showing the amount and date paid, if self-insured with deductible.

4. Excel spreadsheet (electronic) showing the reconciliation.
5. Electronic database (Excel/Access format) showing weekly payroll records by employee for all Company jobs, other than lump sum jobs. The data fields required are listed below.

•
Payroll Electronic Database (required data fields):

- Employee Name
- Employee Number
- Job Classification Code
- Job Classification Description
- Union Code
- Shift Code
- Company Location
- Contractor Location
- Job number
- Period End Date
- FICA - SS amount
- FICA - Medicare amount
- FUI amount
- SUI amount
- Regular Hours Worked
- Overtime Hours Worked
- Double Time Hours Worked
- Wage Rate
- Total Wages

6.3.9. These reconciliation calculations provided by the Contractor are subject to validation and audit by Company or its designated representative.

6.4. Use of Completed Portions of the Work.

Whenever, as determined by Company, any portion of the Work performed by Contractor is in a condition suitable for use, Company may take possession of or use such portion and shall assume risk of loss of such portion. Such use by Company shall in no event be construed as constituting Final Acceptance, and shall neither relieve Contractor of any of its responsibilities under the Contract, nor act as a waiver by

Company of any of the conditions thereof, provided that Contractor shall not be liable for the cost of repairs, rework or renewals which may be required resulting from such use by Company.

ARTICLE 7.0
WARRANTY

7.1. Calculations, Specifications, Drawings and Other Design Documents

7.1.1. Warranty

Contractor warrants that calculations, specifications, drawings and other design documents provided under this Contract shall be performed in accordance with the highest standards of care and quality practiced by professionals and/or construction managers (as may be applicable) in the United States with project experience similar to the Project. Contractor warrants that all calculation, specifications, drawings, and other design documents prepared by the Contractor for the Project shall be adequate in all respects for the intended purposes. Contractor shall notify Company in a prompt and timely manner of any discovered discrepancies, inconsistencies or missing information necessary to provide complete documents for such intended purposes. Failure to notify Company of any discovered discrepancies, known inconsistencies or known missing information necessary to provide complete documents for such intended purposes will be considered a breach of the standard of professional practice set forth above.

7.1.2. Conditions

This warranty is conditioned on Contractor's receipt of prompt written notice of any failure of the calculations, specifications, drawings and other design documents to conform herewith.

7.1.3. Term

The term for this warranty will be eighteen (18) months from Company's Final Acceptance of its associated Major Project Component or Components.

7.1.4. Remedy

In addition to other remedies, Contractor agrees at its own expense to remedy, replace, or re-perform any part of the calculations, specifications, drawings and other design documents which is defective or otherwise unsuitable for the purposes of this Agreement and subject to applicable monetary limits set forth in this Agreement. Any designs, drawings or specifications prepared or furnished by Contractor that contain errors, conflicts, or omissions will be promptly corrected at no cost to Company. Company's approval, acceptance, use of, or payment for all or any part of the design documents shall in no way alter contractor's obligation or Company's rights. Further, if the defective or otherwise unsuitable calculations, specifications, drawings or other design documents adversely impacts structure, systems or component constructed or manufactured within the scope of work of Contractor under this agreement, Contractor agrees at its own expense to remedy, repair, or replace the affected structure, system or component.

Work shall be performed on a schedule to be agreed upon by Company and

7.2 Filling, Grading, Drainage and Site Contouring

7.2.1. Warranty

Contractor warrants that the filling, grading, drainage, and site contouring performed under the scope of work will be free from defects in design, workmanship and material and will not adversely impact drainage or associated calculations performed by Contractor for this Work.

7.2.2. Conditions

This warranty is conditioned on Contractor's receipt of prompt written notice of any failure of aspects of the filling, grading, drainage, and site contouring to conform herewith. This warranty for filling, grading, drainage, and site contouring shall not cover damage to components arising from handling or use by parties other than Contractor and its Subcontractors contrary to industry standards and conditions set forth in this Agreement following Company's Final Acceptance of the filling, grading, drainage, and site contouring.

7.2.3. Term

Contractor warrants the filling, grading, drainage and site contouring work for a term of ten (10) years from the date of Company's Final Acceptance of the filling, grading, drainage, and Site contouring.

7.2.4. Remedy

In addition to other remedies, Contractor agrees at its own expense to remedy, repair, replace, or re-perform any part of the filling, grading, drainage, and site contouring which is defective or otherwise unsuitable for the purposes of this Agreement as a result of Contractor's defective services or work, and subject to applicable monetary limits set forth in this Agreement, Contractor shall be responsible for all costs incidental to such re-performance, replacements or repair ("Corrective Work"), such as costs of travel, training, site badging and "gaining access" to a defective component of the filling, grading, drainage, and site touring work and costs for tests as may be needed to verify that the Corrective Work has brought the affected work into compliance with the warranty Article. For purposes of this Article the term "gaining access" shall mean removal of obstructions, provision of scaffolding and other activities that were not a part of the defective filling, grading, drainage, and site contouring work, and in no event shall such aggregate costs of "gaining access" at Contractor's expense exceed \$200,000 aggregate under this Agreement. All such Corrective Work shall be performed on a schedule to be agreed upon by Company and that will take into account and minimize any adverse impact on Company's Site schedule. The warranty for any such re-performed, repaired or replaced Site Construction Work shall be in effect for (i) one (1) year from the date of Company's acceptance of such Corrective Work following any required testing or (ii) for the duration of the original warranty period, if such period is longer.

7.3. Other Purchased Equipment

7.3.1. Warranty

Contractor warrants that all other equipment purchased by Contractor pursuant to this Agreement will be new, except as otherwise specified in the scope of work, of kind and quality set forth in the scope of work, free of defects in design, material and workmanship and shall meet all performance or acceptance criteria described in this Agreement and applicable requirements and shall be suitable for use in connection with the Company's dry fuel storage program. Contractor agrees that it will obtain and assign or otherwise provide to Company the benefits of any warranties provided by Subcontractors of material or equipment incorporated in the equipment, and will perform its responsibilities so that such warranties remain in full force and effect.

7.3.2. Conditions

This equipment warranty is applicable to the equipment and conditioned on Contractor's receipt of prompt written notice of any failure of the equipment to conform herewith. This equipment warranty shall not cover damage to components arising from handling or use by parties other than Contractor and its Subcontractors contrary to industry standards and Contractor's handling and use conditions as set forth in this Agreement following Company's Final Acceptance of the affected equipment.

7.3.3. Term

The warranty period for such purchased equipment items shall be in effect for a period of (i) twenty-four (24) months from the date of Company's Final Acceptance of the affected equipment or (ii) any special warranty duration set forth in this Agreement.

7.3.4. Remedy

If any of the equipment items purchased by Company and covered under this Article 7.3 do not comply with the foregoing warranties and Company notifies Contractor within the applicable warranty period, then Contractor shall promptly correct by repair or replacement or a combination thereof, any non-conforming items. The decision whether to repair or replace shall be made with the concurrence of Company and the repair or replacement shall be scheduled consistent with Company's operating requirements so as to minimize loss of production or use of the material or of any plant or equipment of which the material is a part. All costs and expenses associated with access to or repair or replacement of defective items of equipment, including all site labor to remove and reinstall repaired or replaced items, transportation costs and any tests needed to be performed in order to verify that the repaired or replaced equipment conforms with the warranty, shall be paid by Contractor, and Company may charge Contractor all expenses of unpacking, examining, repacking and reshipping any rejected equipment that does not conform with this warranty. Notwithstanding the foregoing, Company shall be responsible, at Company's sole cost, for any needed decontamination. All warranties for any repaired or replaced equipment shall be in effect for one (1) year from the date of Company's acceptance of the repaired or replaced Equipment or for the duration of the unused, original warranty period, if such period is longer.

ARTICLE 8.0

INDEMNIFICATION

8.1. Contractor shall defend, indemnify and save harmless Company and its parent, affiliate and subsidiaries, and their representative directors, officers and employees (the "Company Indemnified Parties") from all liabilities, losses, costs, fines, damages and/or expenses with respect to all orders, demands, claims, suits, and/or judgments for (i) personal injuries, including death, to any person, including, but not limited to, third parties and employees of the Company Indemnified Parties, Contractor, or any Subcontractor and or their personal representatives, and (ii) for damage to third party property, including, but not limited to, adjoining, adjacent, or nearby property, buildings, driveways, walks, yards, fences and livestock including the loss of use thereof sustained by a third party, all to the proportionate extent attributable to any

negligent acts, omissions, or willful conduct of Contractor its parent, affiliates or subsidiaries of any of them, or the officers, directors, employees or agents of any of them, including without limitation any failure by Contractor or by its Subcontractor to comply with applicable Law, to the extent that the same arises out of or related to Contractor's performance of its obligations as set forth in this Contract. Contractor shall not be relieved from its obligation under this Article 8.1 by the fact that Contractor or Subcontractor is using equipment owned, leased, or licensed by Company and used by Contractor at the time of injury or damage.

8.2. Company shall defend, indemnify and save harmless Contractor and its parent, affiliate and subsidiaries, and its Subcontractors, as well as their respective directors, officers and employees (the "Contractor Indemnified Parties") from all liabilities, losses, costs, fines, damages and/or expenses with respect to all orders, demands, claims, suits and/or judgments for personal injuries including death to any person, including, but not limited to, third parties and employees of the Contractor Indemnified Parties, to the proportionate extent attributable to any negligent acts or omissions or any willful conduct of Company, its parent, affiliates or subsidiaries of any of them, or the officers, directors, employees or agents of any of them, including without limitation, any act, omission or deliberate conduct of any other contractor or subcontractor doing work at the Site.

8.3. The above indemnification obligation shall not be limited by virtue of worker's compensation acts, disability benefit acts, or other employee benefit acts in claims made by an employee of the Indemnified Party or any Subcontractor.

8.4. The Party liable to indemnify the other Party pursuant to the above sections of this Article 8 (the "Indemnifying Party") shall defend the persons entitled to indemnification pursuant to the above sections (the "Indemnified Parties") at the Indemnifying Party's own cost and expense, provided that the Indemnified Party gives prompt written notice of the claim to the Indemnifying Party. Failure to provide such prompt notice to the Indemnifying Party shall relieve the Indemnifying Party of any obligation to indemnify, but only to the extent that any such failure results in any actual prejudice to the Indemnifying Party's ability to fully defend against the claim. If the Indemnifying Party does not accept its indemnification obligations as set forth in this Article 8 within ten (10) days after its receipt of notice of the Indemnified Party's claim, the Indemnified Party shall be entitled to take such actions as it reasonably believes are necessary to protect its interests and the Indemnifying Party shall reimburse the Indemnified Party for all reasonable costs thusly incurred (including reasonable attorney's fees) for so long as the Indemnifying Party fails to provide the above required defense.

ARTICLE 9.0

INSURANCE

9.1. The Contractor shall deliver to Company certificates of insurance required by Article 9 evidencing insurance underwritten by a carrier rated at least A-VII by A.M. Best. If the insurance provided by Contractor is rated below A-VII, Contractor shall obtain approval in writing from Company for any exception. All policies of insurance must be reasonably satisfactory to Company in form and substance. All such

insurance (other than Professional Liability Insurance, if required) shall be written on an occurrence basis. Such insurance shall insure and provide risk protection from all claims which may arise out of or result from Contractor's operations under the Contract, whether such Work be by Contractor or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, in the amounts and for the overages required below. Contractor shall obtain insurance of the types and in the amounts described below. The Contractor's policies of insurance shall name Ameren Corporation and its affiliates subsidiaries, as additional insureds for any liability arising out of or resulting, in any way, from the Work or operations of the Contractor on a primary and non-contributory basis and the policies shall include a severability of interest provision. Contractor shall also name as additional insureds any other parties as designated by Company in writing. With respect to all insurance coverage, the Contractor shall require its insurance carriers to waive all rights of subrogation against Company, its affiliates and subsidiaries and their respective directors, officers, agents and employees as well as against other contractors and Subcontractors. Contractor shall not commence Work under the Contract until it has obtained all insurance required hereunder and acceptable certificates of insurance evidencing such insurance have been submitted and approved by Company.

9.2. The failure to provide or replace certificates of insurance, the providing of a certificate of insurance that fails to meet any requirement of this Article 9, or the failure of Company to enforce any aspect of this Article 9, shall not be construed as a waiver or limitation on the part of Company to insist upon full compliance with Article 9, nor shall it be construed to limit or relieve the Contractor of any liability arising out of or associated with the Contractor's performance of the Contract, including the obligation of the Contractor to provide the required insurance at the required policy limits.

9.3. Each policy required by Contractor shall require the insurer to give Company at least thirty (30) Days advance written Notice of the insurer's intention to cancel, refuse to renew or otherwise terminate the policy. Upon receipt of any Notice of cancellation or reduction in coverage, Contractor shall, within thirty (30) Days, procure other policies of insurance that are in accordance with terms of the Contract, and deliver evidence of coverage that these are in full force and effect, and if Contractor fails to provide and deliver acceptable policies, or satisfactory evidence thereof, then at Company's option Company may obtain such insurance at the cost and expense of Contractor, without the need of any Notice to Contractor.

9.4. The required insurance shall include the following coverage and limits in the following categories, amounts and detail:

1. General Liability Insurance. General Liability Insurance shall be provided in the following terms and limits of coverage:

A. Bodily Injury and Property Damage Liability -\$1,000,000 each occurrence including Premises -Operations Liability; Elevator and Escalator Liability (if applicable); Independent Contractors Liability (to cover Contractor's liability arising out of the Work performed by its Subcontractors); Broad Form Property Damage Liability.

B. \$1,000,000 Products and Completed Operations Aggregate with the completed operations liability coverage remaining in effect for three years after the date of completion of construction.

C. \$1,000,000 limits for Personal Injury and Advertising Injury Liability
2. Excess Liability Insurance. Excess Liability Insurance shall be purchased on a following form basis providing coverage excess of employer's liability, general liability and automobile liability with the limits not less than \$5,000,000 each occurrence.

3. Automobile Liability Insurance. Contractor shall maintain Automobile Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles).

4. Workers Compensation Insurance. Contractor shall maintain Workers Compensation and Employer's Liability Insurance for all employees at the site of the Project, as follows:

Coverage A (Workers Compensation) -Statutory

Coverage B (Employer's Liability) -\$1,000,000 each accident

Broad Form All States Endorsement

Voluntary Compensation Endorsement

5. Professional Liability Insurance. If applicable to the Work being performed, Contractor shall maintain Professional Liability Insurance with limits not less than \$1,000,000.

9.5. In the event Contractor contracts any of the Work to Subcontractors, Contractor will require all such Subcontractors to meet the same insurance requirements of Article 9, unless alternate requirements are approved by Company in writing. Prior to the commencement of any Work or services on Company's premises, Contractor shall be responsible to obtain separate Certificates of Insurance from each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

9.6. Certificates of Insurance shall be sent to:

1901 Chouteau Avenue

St. Louis, MO 63103

9.7. In order to provide a safe and healthy working environment and to ensure that Contractor complies with the minimum mandatory requirements, Company has instituted a Certification Program. In order to obtain certification, Contractor must meet and maintain the requirements set forth herein including but not limited to Article 9.1 of this Contract and Exhibit A. Company will use this consolidated and verified information to determine Contractor's compliance with the Contract terms and conditions. Company has contracted with a third-party (Browz Group, LLC) to collect, verify and manage relevant documentation. Contractor shall register directly with Browz for the Certification Program and shall submit to Browz all compliance information, supporting documentation and compensation for verification and processing no later than 10 days from the Effective Date of this Agreement. The cost of enrolling in the Certification Program is \$695 annually. The annual fee is the responsibility of Contractor and will not be reimbursed by Company. For further instructions, Contractor shall contact Browz Company Services at (888) 276-9952.

ARTICLE 10.0

COMPANY'S RULES AND REGULATIONS

10.1. Contractor shall abide by any and all rules Company may have in effect at the Site during performance of Work at such Site. Company shall provide Contractor with copies of all applicable policies and procedures as provided in Article 3.1.4.

10.2. All Contractor employees, shall abide by all Company policies and procedures in effect at the Site during performance of Work at such Site as provided in Article 3.1.4, including, but not limited to, the rules and policies contained in POL0017, Safety-Conscious Work Environment, the Ameren Equal Employment Opportunity and Anti-Harassment Policy, the Ameren Workplace Violence Policy Statement, the Ameren Alcohol and Illegal Drugs Policy, Ameren Internet/Intranet Usage Policy, the Ameren System Access Control Policy, and the Ameren Electronic Mail Policy. Company prohibited harassment includes, but is not limited to, unwelcome physical conduct that is sexual in nature, inappropriate remarks, jokes, or comments that are sexual in nature, racial in nature, or otherwise derogatory, pornographic materials of any kind, and displays or graffiti on the Site which could be perceived as harassing such as depictions of the Confederate battle flag, KKK paraphernalia, swastikas, and ropes tied in the configuration of nooses. Company shall make available copies of any policy or procedure when requested by Contractor.

10.3. If Contractor or any of its employees finds any inappropriate items or is made aware of any incident of harassment or other discriminatory behavior involving a Contractor employee or occurring in a Contractor work area at the Site, Contractor shall notify the Employee Concerns Coordinator in person or by calling the Employee Concerns Hotline (866-676-8500) immediately.

10.4. Company will not tolerate Contractor employees who violate Company policies or procedures as set forth above. Contractor shall remove from the Site any Contractor employee who either repetitively or significantly violates Company policies or procedures. Notwithstanding the foregoing, Company shall have the right, at any time, to remove from the Site any Contractor employee that Company, in its sole judgment, has violated Company policies, or procedures, is incompetent, or is unable or unwilling to perform his/her assigned work.

10.5. Contractor will review such Company's rules, policies and procedures which are so provided to it and attached to this Contract with its employees and its Subcontractors' employees prior to their beginning the Work. Contractor agrees to place this provision, along with the flow-down requirement of this sentence, in all subcontracts of any tier entered into pursuant to this Contract for Subcontractors that are to perform Work on the Site, unless Company consents in writing to exclude a particular subcontract or class of contract. Contractor shall also be responsible for assuring that all its Subcontractors who are to perform Work on the Site comply with this provision, including the requirement to remove from the Site Subcontractor personnel who repetitively or significantly violate such Company policies or procedures.

Also, Contractor shall remove from the Site any Subcontractor who repetitively fails to comply with this Article.

10.6. Contractor shall fully indemnify, defend, and hold the Indemnified Parties harmless from and against any and all fines and penalties, imposed upon the Indemnified Parties (hereinafter referred to as "Liabilities") in connection with a discrimination claim, including but not limited to discrimination claims brought under 10 CFR 50.7, or a Governmental Authority's investigation of a discrimination claim to the proportionate extent such claim is based upon the violation of applicable Laws and Regulations related to discriminatory practices by Contractor or its Subcontractors, provided that Company shall provide prior written notice of any such claim to Contractor and allow Contractor to assume

defense of such claim. Contractor's obligation to indemnify Company shall not apply to any Liabilities arising out of Company's or its other subcontractors' acts or omissions, including without limitation any violation of applicable Laws and Regulations.

ARTICLE 11.0

CHANGES IN THE WORK

11.1. Changes in the Work

11.1.1. The Parties acknowledge and agree that the occurrence of the following events may require a change to the schedule and/or fee due Contractor hereunder: (A) a material change to or deficiency in the information which Company has provided to Contractor which changes Contractor's scope of Work; (B) an unanticipated event that materially changes the service needs or requirements of Company; or (C) a change in Law (each, an "Adjustment Event").

11.1.2. The Parties also agree that from time to time during performance of the Work, Company may request, or Contractor may propose, that Contractor implement a change to the Work which may require a change to the Project Schedule, construction schedule, and/or Contract Price (each, a "Change"), including: (A) a change to the Work; or (B) a change in the prioritization or manner in which Contractor is performing the Work.

11.1.3. In the event an Adjustment Event occurs or the Parties agree on a Change, Contractor shall prepare and provide to Company a proposal including Contract Price provisions shall be equitably modified as determined in one or more of the following ways:

- i) By agreed-upon lump sum price;
- ii) By unit prices described in the Contract Documents, or otherwise agreed upon in writing, if applicable; and/or
- iii) By time and material costs.

11.1.4. If Contractor and Company cannot agree on the value of the increase or decrease in Work as determined by one of the above alternatives, the value shall be determined by the time and material basis using the following rates:

- i) If Labor Rate Sheets have been supplied and approved by Company in connection with the Project, then the Extra Work shall be charged at the rates indicated on such Labor Rate Sheets.
- ii) If Labor Rate Sheets have not been supplied and approved by Company, then Extra Work shall be paid as follows:
 - a) For Extra Work performed by Contractor, Contractor shall be entitled to the following: (1) Direct cost of payroll labor, including first line foreman, excluding the job Superintendent and General Foreman (2) Fringe benefits including welfare and pension (3) Taxes including FICA, Federal, State and Local tax (4) Overhead, including costs for home office, field office, consumables, and small tools with an original value under \$1200, as agreed by Company and Contractor at the award of Contract or if not agreed, at a rate of 5%.
 - iii) Material and third party rental equipment: Direct cost of material or rental equipment without mark-up.
 - iv) Subcontractors: Direct cost of Subcontractor (which shall not exceed rates prevailing in the Project area) without mark-up for profit or overhead of Contractor.
 - v) Contractor-Owned Rental Equipment (excluding third party rental equipment): The Contractor shall submit for approval an equipment rental rate schedule including all equipment, tools, and supplies required to perform the Work specified, for approval by Company. These equipment rental rates will be no greater than rates charged by third parties in the area and shall be used for Extra Work.

11.1.5. No claim for additional cost involving a change in the Work shall be allowed unless the change was ordered in writing and signed by an authorized representative of Company in advance of the performance of the Work. If work is performed on a Time and Material basis, Contractor and each Subcontractor shall keep accurate and detailed accounts in such forms as Company may direct, which shall be open to inspection of Company at all times showing the net direct cost of added Work together with vouchers. All time sheets shall be delivered to Company within 48 hours of the services performed and/or material used in connection with the Work.

11.1.6. The compensation stated in a Purchase Order revision shall be the total compensation due to Contractor in connection with the Work set forth therein, including, without limitation, changes in the Project Schedule of such Work, Contractor hereby waives any claim to additional compensation in connection with any such Extra Work, including, without limitation, claims for lost productivity, lost efficiency, or other consequential damages or costs of any kind.

11.1.7. All requests for payments for additions to the Contract Price shall be invoiced separately and not included with amounts applicable to the Contract Price as originally specified in the Contract. All invoices covering additions or credits to the Contract shall refer to the specific written authorization issued by Company with respect to the addition or credit.

12 Emergency Changes in the Work.

12.2.1. Changes in the Work agreed by Company to be necessary due to unforeseen site conditions, discovery of errors in Plans or Specifications requiring immediate clarification in order to avoid a serious Work stoppage, changes of a kind where the extent cannot be determined until completed, or under any circumstances whatsoever when deemed necessary by Company are kinds of emergency changes which may be authorized by Company in writing to the Contractor. The Contractor shall commence performance of the emergency change immediately upon receipt of written direction from Company.

12.2.2. If agreement is reached as to compensation adjustment for the purpose of any emergency change, then compensation will be as provided in Article 12.1.3 relating to ordinary changes.

If agreement is not reached as to compensation at the time of commencing the emergency change, then compensation will be as provided in Article 12.1.4, that is, time and materials records and summaries shall be witnessed and maintained until either a lump sum payment is agreed upon, or the changed Work is completed.

ARTICLE 13.0

DELIVERY, INSPECTION AND ACCEPTANCE OR REJECTION AND EXPEDITING

13.1. Date and Place of Delivery

13.1.1. Contractor shall complete delivery of the Goods in accordance with the Delivery Dates established in the Integrated Project Schedule and in accordance with the requirements as specified in Exhibit A.

13.2. Inspection and Testing

13.2.1. Company may at all reasonable times inspect and / or test the Work. Contractor and its Subcontractors shall, if required, furnish satisfactory evidence of the kind and quality of the material and shall furnish shipping papers, etc., showing the origin of the materials and

equipment. Contractor shall deliver to Company all test results, reports, and literature regarding the Work. Contractor and all its Subcontractors and Contractors shall make all necessary arrangements and provide reasonable facilities and safe access for inspection and testing, such as proper ladders, scaffolds, openings, drop lights, etc. either at the Premises or Contractor's shop or at the mills or shops of any manufacturer or Subcontractor where any part of the Work is being prepared, fabricated or manufactured, constructed, assembled or erected. Contractor shall give Company reasonable Notice of any inspection or tests of any part of the Work which Contractor or any Subcontractor conducts.

13.2.2. Company may reject any part of the Work found to be Defective or not in accordance with the Contract, regardless of the state of its completion or the time or place of discovery of such errors and regardless of whether Company has previously passed it without objection through oversight. Company's inspection of any of the Work shall not relieve Contractor of its obligations to furnish the Work in accordance with the Contract.

13.2.3. Should any portion of the Work done or any materials, articles or equipment delivered be rejected by Company, such Work, materials, articles or equipment shall be rejected in writing and shall be corrected by the Contractor within a reasonable time, at no additional expense to Company. Any materials, articles or equipment that are rejected shall immediately be removed from the premises at the Contractor's expense.

13.2.4. In the event the Contract Documents provide for Performance Guarantees for any portion of the Work, Contractor shall perform such tests as may be specified by the Contract Documents, or if no such tests are specified, such tests as Company may reasonably require in order to ascertain that such Performance Guarantees have been met on a continuous operating basis. Such tests shall be completed as expeditiously as possible after completion of the related Work and, if the Performance Guarantees are not met on such tests, shall be retested as necessary to confirm the Performance Guarantees have been met. Unless otherwise provided in the Contract Documents, all tests and retests shall be at the expense of Contractor.

13.3. General Requirements and Title Warranty

13.3.1. Contractor represents and warrants that the Goods provided to Company pursuant to this Contract shall be free and clear of any defects in title, including but not limited to liens, encumbrances, pledges, security interests, title claims, or similar claims. In the event of any nonconformity with or breach of this warranty, Contractor, at its own expense, shall promptly cure such nonconformity. This obligation shall survive the expiration, cancellation or termination of the Work or the Contract.

13.3.2. Except as otherwise expressly provided in the Contract, transfer of title to the property comprising the Work shall pass to Company upon the later of completion of delivery to the Site, incorporation into the Work, or payment of the amount properly due for that Work, notwithstanding any amounts withheld or offset by Company against any payment sought by Contractor in accordance with the terms of the Contract. The passage of title shall not relieve Contractor of any obligation under the Contract to provide and pay for transportation and storage in connection with the Work or affect the allocation of risk of loss.

ARTICLE 14.0

SAFEGUARDING OF PROPERTY

14.1.

Contractor shall at all times conduct all Work under the Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to Company's property. Contractor shall comply with the Project security program for the Site in effect on the Effective Date. Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining proper security for the above noted items, nor shall it be construed as limiting in any manner Contractor's obligation to undertake reasonable actions as required to establish and maintain secure conditions for Contractor's Work at Site.

14.2. Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to Company in a timely manner or as may be prescribed in Company's security program.

14.3. Contractor shall be responsible for all risk of loss of or damage to the Work, the Goods, and any and all materials, equipment, and other property of Contractor at the Site until said Work, Goods, and any and all materials, equipment, or other property has been accepted by Company in accordance with Article 6.2.

ARTICLE 15.0

FORCE MAJEURE

15.1. Any delays in or failures of performance by either Party shall be excused if and to the extent caused by an Event of Force Majeure. An "Event of Force Majeure" shall mean an event beyond a Party's reasonable control, which occurs during the term of this Contract, and fall into the following category:

- i) an event which arises from any action of, or failure to act by, any Governmental Authority including issuance or failure to issue a required license, permit, or approval, including transportation related licenses, permits, and approvals; any restraint imposed by decision or order of any Governmental Authority; or
- ii) epidemic, fire, accident, explosion, flood, land slide, lightening, earthquake, hurricane, ice blockage, or other natural calamities; or
- iii) an act of war (declared or not), revolution, riot, civil commotion, terrorism, blockade, embargo; or
- iv) Strike, lock-out, or labor dispute.

15.2. If an Event of Force Majeure results in delay or failure to fulfill any obligations under this Contract, then such obligations shall be suspended and the time for performing such obligations shall be extended for a period equal to the duration of the relevant circumstances and the time needed to overcome the effects of such Event of Force Majeure.

Nevertheless, neither Party will unreasonably withhold performance of its respective obligations hereunder. Further, the Party affected by the Event of Force Majeure shall use commercially reasonable efforts to cure, eliminate, or correct and to minimize and contain all costs and expenses attendant to or arising from, each Force Majeure Event. Further, both Parties shall use reasonable efforts to mitigate the consequences of such event or to find mutually acceptable alternative means of fulfilling the

relevant obligations under this Contract within the timeframe stipulated by this Contract.

16.3. Neither Party shall be liable to the other Party for any expenses, losses or damages resulting from non-performance or delayed performance of its obligations under this Contract if such

non-performance or delayed performance is caused by an Event of Force Majeure. The Parties shall agree to an equitable adjustment in the appropriate schedule and in any other provisions of the Contract as may be affected thereby and Company shall issue a Purchase Order revision.

16.4. The Party which cannot perform its obligations hereunder due to an Event of Force Majeure shall promptly (but in no case later than three (3) business days) notify the other Party of the Event of Force Majeure, and take all possible actions to mitigate all possible consequences of the delay. Further, the Party experiencing such Event shall provide periodic updates of the expected duration, cessation and impact of such Event of Force Majeure. Upon request of the other Party, the Party which cannot perform its obligations hereunder due to an Event of Force Majeure shall provide evidence of such event.

16.5. In case the Event of Force Majeure lasts more than one hundred and twenty (120) days, the non-affected Party shall be entitled to terminate the Contract which shall be treated as a termination for convenience under Article 20.3 regardless of which Party terminates, provided however that Company shall have no obligation to make a termination payment in accordance with Article 20.3.2 (d).

16.6. Nothing in this Article shall be construed to release Contractor from delays, disruptions, hindrances and interferences that were not excused in accordance with the provisions delineated above.

ARTICLE 17.0

SUSPENSION

17.1.

Company may, at its sole option, by notice in writing to Contractor suspend at any time the performance of all or any portion of the Work to be performed under the Contract for a period not to exceed ninety (90) days. Within ten (10) days after such notice of suspension of the Work, Contractor shall designate in writing, the amount and type of labor and equipment to be committed to standby status. During the period of suspension, Contractor shall use its commercially reasonable efforts to use its labor and equipment in such a manner as to minimize costs associated with suspension.

18.2. Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise: (a) Immediately discontinue the Work on the date and to the extent specified in the notice, provided the Work is left in a safe and secure condition; (b) Place no further orders or subcontracts for materials, services or facilities with respect to suspended Work other than to the extent required in the notice; (c) Promptly make every reasonable effort to obtain suspension upon terms satisfactory to Company of all orders, subcontracts and rental agreements to the extent they relate to performance of the Work suspended; and (d) Continue to protect and maintain the supplies and items of equipment including those portions on which the Work has been suspended.

18.3. As additional compensation for such suspension, Contractor shall be reimbursed for the following costs, except as provided in Article 18.4, without duplication of any item, to the extent that such costs directly result from such suspension of the Work: (a) All actual costs associated

with actual mobilization and demobilization of Contractor's and its Subcontractors' forces and equipment; (b) All actual costs to protect and maintain items in accordance with Article 18.2 (d); (c) If, as a result of any such suspension of the Work, the cost to Contractor of subsequently performing the Work is increased or decreased, an equitable adjustment shall be made to the Contract Price and appropriate schedule for performing the remaining portion of the Work.

18.4. Upon receipt of notice to resume suspended Work, Contractor shall immediately resume performance of the suspended Work to the extent required in the notice. Contractor shall provide within thirty (30) calendar days after Contractor's receipt of notice to resume the Work any claim under Article 18.3 it may have for adjustment to the Contract Price or appropriate schedule, because of any suspension of the Work. No compensation or extension of time shall be granted under this Article if and to the extent that suspension results from Contractor's noncompliance with the requirements neither of the Contract, nor for such periods where the Work would have been suspended for reasons other than Company's suspension order.

18.5. In no event shall suspension of the performance of the Work exceed ninety (90) days from the date of receipt of the suspension notice by Contractor. If the suspension exceeds said ninety day period, the Contract shall be deemed terminated for convenience by Company pursuant to Article 20.3.

ARTICLE 19.0

PRODUCTS OF SERVICES

19.1. The Contract grants no license or right to Contractor to use, execute, reproduce, display, perform, distribute externally, sell copies of, or prepare derivative works based upon, any Company materials, except that Contractor may exercise the foregoing rights of use, execution, reproduction and adaptation within its own organization solely for the purpose of performing the Work. Upon completion of such performance, all Company materials (excluding any adaptations thereof) shall be returned in their entirety to Company.

19.2. All information, reports, drawings, and other materials resulting from Contractor's performance of the Work, shall be the property of Company, and Company shall have the right to use such materials provided that ownership of all Intellectual Property and know-how of Contractor contained in such documentation shall be owned solely by Contractor. Contractor shall provide to Company all electronic files associated with the Work prior to Final Acceptance. Company prefers electronic documentation. However, if electronic documentation is not available, Contractor shall provide reproducible documents. Contractor shall ensure all documentation converted from one software format to another is complete, accurate and readable.

19.3. The Parties recognize and agree that Contractor does not foresee the need to obtain proprietary information from Original Equipment Manufacturers ("OEMs") with regard to completing the scope of work for the Project. However, in the event that Contractor does require proprietary information from an OEM to assure successful completion of Work, the cost for any such information will be shared equally between the Contractor and Company. Contractor's total liability for obtaining information from an OEM is limited to \$50,000.

ARTICLE 20.0

TERMINATION

20.1. If Contractor should become insolvent or unable to meet its payroll or other current obligations, including but not limited to, failing to pay any Subcontractor or material man for any undisputed amount in connection with the Work; is insolvent; is adjudicated as bankrupt; files a voluntary bankruptcy petition or has an involuntary bankruptcy petition filed against it; make an assignment for benefit of creditors; files a petition for an arrangement, composition or compromise with its creditors under any applicable laws; has a trustee or other officer appointed to take charge of its assets, or fails to perform any of its material obligations under the Contract, then Company, by written notice of default to Contractor, may terminate this Contract in whole or in part provided that Contractor fails to take appropriate steps within a thirty (30) day period following receipt of such notice to remedy such default. In the event Company terminates the Contract in whole or in part as provided in this Article 20.1, Company may procure, upon such terms and in such manner as Company may deem appropriate, goods, supplies or services similar to those so terminated, and Contractor shall be liable to Company for the part of any reasonable direct costs exceeding the amount that Company would have paid to Contractor under this Contract for such similar goods, supplies or services provided, however, that the price paid to third parties for these goods, supplies and services remains reasonable and in compliance with the standard price of said goods, supplies or services. No provision of this Article shall be construed as relieving Contractor from its obligation to continue the performance of the Contract to the extent not terminated.

20.2. If Company should become insolvent or unable to meet its payroll or other current obligations, or be adjudicated as bankrupt; files a voluntary bankruptcy petition or has an involuntary bankruptcy petition filed against it; make an assignment for benefit of creditors; files a petition for an arrangement, composition or compromise with its creditors under any applicable laws; or has a trustee or other officer appointed to take charge of its assets, or fails to perform any of its material obligations under the Contract, then Contractor may, by written notice of default to Company terminate the whole or any part of the Contract provided that Company fails to take appropriate steps within a thirty (30) day period following receipt of such notice to remedy such default. Should the Contract be terminated according to this Article 20.2 of the Contract, Company shall (i) pay to Contractor all amounts due and not previously paid for Work completed, performed or still in production at the time of termination and (ii) reimburse and pay to Contractor all reasonable direct costs incurred by Contractor and resulting from such termination, including profit as calculated in Article 20.3.2.

20.3. Termination for Convenience

20.3.1. Company may terminate this Contract for its own convenience in whole or in part, by written notice, at any time.

20.3.2. Should the Contract be terminated in accordance with Article 20.3.1, Company shall pay termination charges to Contractor, which shall constitute all amounts due to Contractor and which shall consist of the following: (a) all amounts due and not previously paid for Work completed in accordance with the Contract prior to termination; (b) all amounts due and not previously paid to Contractor for the Work performed in accordance with the Contract prior to such notice and for the Work then in production; (c) all reasonable direct costs incurred by Contractor

resulting from such termination including, but not limited to, reasonable costs of settling and paying claims arising out of termination that Contractor cannot reasonably reduce or avoid, the verifiable lost contribution to overhead costs for the period extending three months after the date of such termination, additional handling and transportation costs that Contractor cannot reasonably reduce or avoid; and (d) ten per cent (10%) profit based on the cost of Work actually performed or an amount of Three Million dollars (\$3,000,000.00) whichever is greater.

20.4. Miscellaneous

20.4.1. If the Contract is terminated as provided pursuant to provisions of this Contract, Company may require Contractor to transfer title and deliver to Company in the manner and to the extent directed by Company, any completed or partially completed Goods, supplies or equipment, that Contractor has specifically produced or specifically acquired for the performance of such part of the Contract. If mutually agreed upon and according to conditions mutually agreed upon, Contractor shall protect and preserve property in possession of Contractor in which Company has an interest. Payment for completed Goods delivered to and accepted by Company according to specific conditions agreed upon by the Parties, shall be mutually agreed upon. Payment for the protection and preservation of property shall also be in an amount agreed upon by Contractor and Company. Any completed or partially completed calculations, design documents, drawings, supplies, or Goods transferred to Company pursuant to this Article 20.4.1 shall not be subject to the provisions of Article 7.0 and are transferred "AS IS" and "WITH ALL FAULTS".

20.4.2. Should one Party have to pay to the other Party any amount resulting from termination as provided by the Contract, such Party may elect, at its sole option, to have such amount verified by an audit conducted by a mutually acceptable third party firm, at its expense, and only for the specific purpose of verifying such amount. Any such audit shall be limited to determining whether such amounts are reasonable under the circumstances, and not to the manner in which such amount are calculated. Furthermore, any such audit shall not reveal any other financial information or the manner in which such information is developed.

20.4.3. Notwithstanding any other stipulation stated in the Contract or any other agreement, the provisions of Article 20.0 shall survive termination of the Contract.

ARTICLE 21.0

COMPANY PROPRIETARY DATA

21.1. All documentation and data, including but not limited to, special techniques, methods, computer programs and software, that Company has the right to and considers proprietary and furnishes to Contractor in written, visual, or oral form, including any notes, summaries, reports, analyses or other materials derived by Contractor in whole or in part from such proprietary data in whatever form maintained, and that Company wishes Contractor to maintain confidential shall be marked as proprietary at the time of its disclosure ("Company Proprietary Data"). Company documentation and data not so marked need not be considered by Contractor to be proprietary to Company. Company Proprietary data transmitted orally shall be confirmed as proprietary by a written summary to be submitted to Contractor within thirty (30) business days after the oral transmission thereof. Company hereby grants to Contractor authority to use Company

Proprietary Data only for purposes of the Contract. Contractor agrees to keep Company Proprietary Data confidential, to use it only for Work necessary to the performance of the Contract, and not to sell, transfer, sublicense, disclose or otherwise make available any of such data to any third party. Contractor agrees to handle Company Proprietary Data with the degree of care as is necessary to ensure such Company Proprietary Data remains confidential. For the purpose of the Contract, Contractor shall be entitled, to the extent strictly necessary for the performance of the Contract, to transmit Company Proprietary Data to its Subcontractors under the condition that said Subcontractor shall be subject to the same obligations of confidentiality and restriction of use of information as those stipulated in this Article. Contractor agrees to take reasonable action by instruction to its employees who are permitted access to Company Proprietary Data to satisfy Contractor's obligations under this Article 21.0.

21.2. Notwithstanding the preceding, this Article and the restrictions on Contractor contained herein shall not apply to any data and documentation which Contractor can duly document: (a) is in the public domain at the time it was disclosed by Company to Contractor or at any time thereafter; (b) was already known to Contractor at the time of disclosure to Contractor by Company; (c) after three (3) years from the date of execution of the Contract unless Company is subject to longer restriction by a third party and Contractor has agreed in writing to such longer restriction prior to use of such data or documentation; (d) is independently developed by Contractor; or e) becomes known to Contractor from a source other than Company without breach of the Contract by Contractor.

21.3. In the event that Contractor is requested or required by any Governmental Authorities (by oral questions, interrogatories, requests for information or subpoena of documents, civil, judicial or administrative investigative demand or similar process) to disclose any Company Proprietary Data, Contractor shall provide Company with prompt and prior notice of such request so that Company may seek an appropriate protective order and/or waive Contractor's compliance with the provisions of this Article 21.0. It is further agreed that, if in the absence of a protective order or the receipt of a waiver hereunder, Contractor is nonetheless, in the opinion of its counsel, compelled to disclose Company Proprietary Data or information contained therein to any Governmental Authority or else stand liable for contempt or suffer other censure or penalty, Contractor may disclose such Company Proprietary Data to such Governmental Authority without liability hereunder.

21.4. Any violation of this Article will cause irreparable harm to Company. Accordingly, Company shall be entitled to seek injunctive relief enjoining and restraining any violation in addition to any other rights or remedies at equity or law.

ARTICLE 22.0

CONTRACTOR PROPRIETARY DATA

22.1. Company agrees to keep all Contractor Proprietary Data confidential, to use it only for Company's purposes relating to the performance of the Contract and has no right to sell, transfer, sublicense, disclose or otherwise make available any such data to others. Company shall be entitled to the extent strictly necessary for the performance to the Contract to transmit Contractor Proprietary Data to Company's subcontractors under the condition that said subcontractors

shall be subject to the same obligations of confidentiality and restriction of use of information as those stipulated in this Article 22.0. Company agrees to take all reasonable action by instruction to its employees who are permitted access to Contractor Proprietary Data to satisfy its obligations under this Article 22.0.

22.2. Notwithstanding the preceding, this Article and the restrictions on Company contained therein, shall not apply to any data or documentation which Company can duly document: (a) is in the public domain at the time it was disclosed by Contractor to Company or at any time thereafter; (b) was already known to Company at the time of disclosure to Company by Contractor; (c) is independently developed by Company; or (d) becomes known to Company from a source other than Contractor without breach of the Contract by Company or without breach of any other limitation or restriction regarding disclosure by Company or any third party.

22.3. Any violation of this Article 22.0 will cause irreparable harm to Contractor. Accordingly, Contractor shall be entitled to seek injunctive relief enjoining and restraining any violation in addition to any other rights or remedies at equity or law.

22.4. In the event that Company is requested or required by Governmental Authorities (by oral questions, interrogatories, requests for information or subpoena of documents, civil, judicial or administrative investigative demand or similar process) to disclose any Contractor Proprietary Data, Company shall provide Contractor with prompt and prior written notice of such request so that Contractor may seek an appropriate protective order and/or waive Company's compliance with the provisions of this Contract. It is further agreed that, if in the absence of a protective order or the receipt of a waiver hereunder, Company is nonetheless, in the opinion of its counsel, compelled to disclose Contractor Proprietary Data or information contained therein to any Governmental Authority or else stand liable for contempt or suffer other censure or penalty, Company may disclose such Contractor Proprietary Data to such Governmental Authority without liability hereunder.

22.5. The terms of this Article 22.0 shall remain valid until Contractor Proprietary Data falls within the public domain.

ARTICLE 23.0

INFRINGEMENT

23.1. Royalties and fees for patents, covering materials, articles, apparatus, devices, equipment or processes used in the Contract, shall be included in the Contract Price.

23.2. Contractor (under this Article, the "Indemnifying Party") shall, at its own expense, hold harmless and defend the Indemnified Parties against any claim, suit or proceeding brought against the Indemnified Parties which is based upon a claim, whether rightful or otherwise, that any equipment, process or material or any part thereof, furnished by the Indemnifying Party constitutes an infringement of any U.S. patent, copyright, trade secret or other intellectual property right and the Indemnifying Party shall pay all damages and costs awarded against the Indemnified Parties resulting therefrom. In the event any part of the Work is found to constitute infringement and/or its use is enjoined, or at any time after a claim of infringement arises, the Indemnifying Party shall promptly either (1) secure for the Indemnified Parties the perpetual right to continue the use of such part of the Work by procuring for the Indemnified Parties a royalty-free license or such other permission as will enable the Indemnifying Parties to secure the

suspension of any injunction, or (2) replace at the Indemnifying Party's own expense such part of the Work with an adequate non-infringing part or modify such part of the Work so that it becomes non-infringing, but only if the replacement or modification does not adversely affect the Indemnified Parties' acquisition costs, operating or maintenance costs, construction or operating schedules, operation or maintenance procedures, public relations, employee relations, any license or permit affecting the Indemnified Parties' property or any other matter relating to the Indemnified Parties' property or its operation. The Indemnified Parties shall not have the right to claim indemnity under this Article unless the Indemnified Parties provide prompt written notice of any assertion of any claim of infringement. The Indemnifying Party's obligations hereunder shall not apply to designs or information provided by the Indemnified Parties, processes required or specified by the Indemnified Parties, modifications required or made by the Indemnified Parties, or the combination, operation or use of the Work, or part thereof, with any product not supplied by the Indemnifying Party hereunder, if such infringement would otherwise have been avoided.

ARTICLE 24.0

SCHEDULES, DELAYS AND TIME EXTENSIONS

24.1. Maintenance of Progress

24.1.1. Contractor shall give Company full information in advance as to Contractor's plans and schedules for performing each part of the Work. If at any time during the performance of the Work, for reasons attributable to an act or omission of Contractor, Contractor's actual progress does not keep pace with the requirements of the Contract or is insufficient to assure that the Integrated Project Schedule can be met, Company may notify Contractor to take appropriate steps as may be necessary to improve Contractor's progress. Contractor will thereupon submit a recovery plan to Company for approval and take steps as may be necessary to improve its progress including, without limitation, an increase in Contractor's labor force, or the number of shifts, or overtime operations, or additional days of work per week, or similar measures. In the event such recovery plan affects any Delivery Date, Key Date, or the cost of performance of the Contract, the Parties shall discuss in order to find an equitable adjustment according to the procedure set forth in Article 12.0. Neither such notice by Company nor Company's failure to issue such notice shall relieve Contractor of its obligation to achieve the quality of Goods, rate of progress or other requirements of the Contract. Failure of Contractor to take appropriate steps within a thirty (30) day period following receipt of Company notice may be grounds for determination by Company that Contractor is not prosecuting its Work with such diligence as shall assure delivery within the times specified. Upon such determination, Company may terminate for default Contractor's right to proceed with the performance of the Contract. If upon taking the appropriate steps within a thirty (30) day period following receipt of Company notice, Contractor may dispute Company's findings and request an equitable adjustment. To the extent that such recovery actions are required for reasons other than acts or omissions of Contractor, an equitable adjustment to the Contract Price and Integrated Project Schedule shall be made.

24.1.2. In case Contractor's actual progress does not keep pace with the Integrated Project Schedule for reasons that are attributable to an Event of Force Majeure, then Article 16.0 shall apply

24.1.3. In the event of any single Company-caused delay for Company's convenience (other than Suspension) in performance of the mutually agreed upon schedule for any Work performed on-site (except for engineering Work), i) Company shall have a grace period of up to 4 hours duration at no charge to Company, ii) After 4 hours up to 8 hours shall be charged at the applicable hourly delay rate (e.g., a five hour delay will result in a one hour delay charge, or an eight hour delay will result in a four hour delay charge) iii) 8 hours or greater shall be considered a full shift delay and charged at the applicable daily delay rate iv) Thereafter, Company and Contractor will discuss the delay and come to a resolution that may, depending on the delay circumstances, lead to an extension of time for completion equal to the time lost by reason of the delay and a price increase reflecting actual, direct costs necessarily incurred by Contractor.

RTICLE 25.0

CONTRACTOR DUTY TO MAINTAIN A SAFETY CONSCIOUS WORK ENVIRONMENT

25.1. Company is committed to safe plant operation and to maintaining a safety-conscious work environment ("SCWE") in which employees and Contractors feel free to raise safety concerns without fear of retaliation. Thus, Contractor shall comply with the applicable requirements of Section 211 of the Energy Reorganization Act of 1974 ("ERA") and 10 CFR § 50.7, which prohibit discrimination against workers for engaging in certain protected activities. Discrimination includes discharge or any other adverse actions that relate to compensation, terms, conditions, and privileges of employment. The term "protected activities" includes, among other things, workers raising nuclear safety or quality control complaints either internally to their employer or externally to Company, the NRC, the Department of Labor ("DOL"), or any other state or federal regulatory agency. Company expects Contractors to either maintain an effective program that prohibits discrimination against Contractor employees for engaging in protected activity and fosters a SCWE or else adopts or comply with Company program

25.2. Upon the receipt by Contractor or its Subcontractor of any allegation of discrimination for engaging in protected activities associated with Work under this Contract by a worker, a former worker or an applicant for employment with Contractor or its Subcontractor or notice of the filing of a complaint under Section 211 of the ERA, 10 CFR § 50.7, or state law by any such worker, former worker or applicant for employment, Contractor shall immediately notify and provide the allegation or complaint to the Employee Concerns Coordinator. Contractor shall either fully investigate the allegation, using off-site independent investigators when an apparent conflict of interest between Contractors on-site investigator and the allegor could exist, or ensure that its Subcontractors aggressively investigate any allegation of discrimination for engaging in protected activity with respect to Work under this contract. Contractor shall cooperate fully with Company in the investigation of any such allegations, shall provide Company with periodic reports of the status of the investigation of any such allegation or complaint, and shall keep Company fully informed of any actions taken in response to any such allegation or complaint.

25.3. Contractor shall ensure that no agreement affecting the compensation, terms, conditions, and privileges of employment, including, but not limited to, any agreement to settle a complaint filed by a worker, former worker or applicant for employment with Contractor under

Section 211 of the ERA, 10 CFR § 50.7, or state law with respect to any employee of Contractor performing Work at the Site hereunder, shall contain any provision which would prohibit, restrict, or otherwise discourage a worker or former worker from participating in any protected activity as described in 10 CFR § 50.7, including, but not limited to, providing information to Company, the DOL, or any other state or federal agency on potential regulatory violations or other matters within the NRC's or the DOL's responsibilities.

25.4. Contractor shall be familiar with the requirements of Section 211 of the ERA and 10 CFR § 50.7 applicable to Contractor's Work at the Site and inform its employees of their rights under these provisions. More specifically, as applicable, Contractor shall inform its employees that they can raise safety related concerns and/or directly contact Company, the DOL, or state or federal regulatory agencies without fear of employer reprisals or job related discrimination. For confidentiality or similar reasons, concerns may be raised using Company's Employee Concerns Program (ECP). Specifics of the ECP provided in plant administrative procedure APA-ZZ-00930, Employee Concerns Program. Concerns may be submitted to the Employee Concerns Coordinator in person or by calling the Employee Concerns Hotline (866-676-8500). Concerns may be submitted anonymously. For anonymous concerns, no effort will be made to identify the concerned individual unless this information is essential to the resolution of the concern.

25.5. Prior to beginning Work at the Site, Company Employee Concerns Coordinator shall brief Contractor on its responsibilities. Upon completion of the briefing, Contractor will acknowledge in writing that: (a) It has read and received copies of these documents prior to beginning the Work, understand that Company has a Zero Tolerance Policy for harassment, intimidation, retaliation, or discrimination for engaging in protected activities associated with Work under this Contract, (b) It understands the consequences, including removal from the Site any contractor, Subcontractor or Contractor employee. (c) It is aware of Company's expectation encouraging Contractor employees to raise safety concerns and of the various reporting methods available to them, d) it shall immediately report any deviation from the above requirements or any employee claim of harassment, intimidation, retaliation, discrimination or chilled/hostile work environment by any employee of Contractor or its Subcontractors of which Contractor is aware to the Employee Concerns Coordinator. Such written acknowledgement by Contractor shall be deemed issued pursuant to and in accordance with and subject to the terms of this Contract.

25.6. Contractor agrees to place this provision, along with the flow-down requirement of this sentence, in all subcontracts of any tier entered into pursuant to this Contract for the performance of Work on the Site, unless Company consents in writing to exclude a particular subcontract or class of contract. Contractor shall also be responsible for assuring that all its Subcontractors who perform Work hereunder at the Site comply with this provision, including the requirement to remove from the Site Subcontractor personnel who repetitively or significantly violate Safety Conscious Work Environment. Also, Contractor shall remove from the Site any Subcontractor who repetitively fails to comply with this Article 25.0

25.7. Any breach of this provision may be a material breach of the Contract. In the event that the DOL or any other federal or state Governmental Authority imposes a civil penalty against Company as a

result of a breach of this provision, such a civil penalty is considered by the Parties to be direct and not special or consequential damages.

ARTICLE 26.0

TAXES

26.1. The Contract Price includes all applicable federal, state and local taxes, duties, fees and charges. If an amendment to this Agreement is agreed to by the Parties in the future, then all prices contained therein shall include applicable federal, state and local taxes, duties, fees and charges, unless specified otherwise in said amendment.

26.2. Contractor shall be responsible for any Sales, Use and Transfer Taxes. The Parties recognize and agree that certain goods and services provided by Contractor under this Agreement are presently nontaxable or specifically exempted from such taxes. Company agrees to provide Contractor with the exemption documentation for the exempt items. It is the Contractor's responsibility to correctly use the exemption documentation provided.

26.3. Notwithstanding the foregoing, neither Party shall be obligated to pay any taxes based on or measured by net income of the other; any real property taxes assessed on real property of the other, or any license, franchise, or other like taxes assessed on the other Party.

ARTICLE 27.0

ASSIGNMENT

27.1. Contractor shall not assign the Contract, or any part thereof, nor delegate in whole or in part, its responsibilities hereunder, without the prior written consent of Company except as provided in Article 29.1. Company may assign, novate or otherwise transfer all or any part of the Contract or any benefit, interest, right or cause of action arising under the Contract to an affiliate or other entity with comparable technical and financial abilities.

27.2. The Contract shall be binding on, and inure to the benefit of, the Parties and their successors and permitted assigns.

ARTICLE 28.0

AUDITS AND RECORDS

28.1. Contractor shall maintain adequate supporting records for verification of actual cost relating to any suspension or termination claim in accordance with generally accepted accounting principles consistently applied.

28.2. Contractor's records and books of account, together with other data pertaining thereto, to the extent necessary for verification of actual costs relating to any suspension or termination claim, will be open to examination during regular business hours by third party auditors appointed by Company for auditing and accounting purposes. Such records shall be subject at any reasonable time to such confidential inspection and audit during the period of performance two (2) year period following final payment. Contractor shall assist Company's third party auditors with preparing necessary audit material and will allow Company's third party auditors to review any work papers prepared by independent auditors as allowed by professional standards.

28.3.

Contractor shall maintain at the Site office, up-to-date copies of all drawings, specifications, and other Contract Documents and supplementary data, complete with latest revisions thereto.

ARTICLE 29.0

SUBCONTRACTORS

29.1. Contractor shall have the right to have any portion of the Work performed by Subcontractors, including entities related to or affiliated with Contractor; provided that Contractor shall deliver to Company for Company's review a written list of the Qualified Subcontractors for major Work. Contractor shall be fully responsible for all acts, omissions, failures and faults of all Subcontractors as fully as if they were the acts, omissions, failures and faults of Contractor. Company shall communicate with Subcontractors only through Contractor; provided that Company may communicate directly with a Subcontractor with Contractor's prior written approval. Nothing contained in the Contract shall be deemed to create any contractual obligations on the part of Company to any person or entity other than Contractor.

29.2. If Company finds any Subcontractor to be in violation of any applicable Laws and Regulations, Company shall promptly notify Contractor and may require Contractor to take immediate corrective action. If any Subcontractor is found to be in violation of Site procedures or work rules, Contractor shall take prompt action to ensure conformance. If any such violation continues following Company notification to Contractor, Company may request that the Subcontractor be terminated and replaced.

29.3. All major subcontracts shall contain provisions, which Contractor shall not waive, release, modify or impair, giving Contractor an unrestricted right to assign the subcontract and all benefits, interest, rights and causes of action arising under it to Company. Contractor shall use reasonable efforts to secure in each subcontract provisions whereby Company may subsequently assign the subcontract as it requires. In the event of a termination of the Contract for convenience pursuant to Article 20.3, or for default pursuant to Article 20.1, Contractor shall comply with any request by Company to assign the benefit of any Subcontractor warranty to Company.

29.4. Contractor shall include, as a term or condition of each major subcontract employed by it in the performance of the Work, a patent indemnification provision extending from the vendor under the subcontract to Company and Contractor and shall render all assistance Company may reasonably require on a reimbursable cost basis to enforce the terms of those indemnifications by vendors. This obligation shall not reduce Contractor's obligation to provide all Work to Company free and clear of all patent infringement claims.

29.5. Contractor agrees to indemnify, defend, and hold harmless Company from any claims by a Subcontractor arising out of or related to any failure of Contractor to pay amounts owed to such Subcontractor under the applicable subcontract, including, but not limited to, mechanic's lien claims.

ARTICLE 30.0

HAZARDOUS MATERIALS

30.1. All non-stock hazardous materials received through Company Stores must be specifically delineated on the Purchase Order as a line item, or be procured on a specific Purchase Order, and must be processed through Stores in accordance with APA-ZZ-00830, Hazard Communication Program, APA-ZZ-00831, Hazardous Chemical Control Program, and APA-ZZ-00832, Hazardous and Special Waste Management Program.

30.2.

Contractor shall not be liable or responsible for any hazardous material, toxic substance, pollution or contamination which Contractor does not bring to or generate on the Site or which otherwise is used, stored, generated, treated, handled, transported, disposed of or existing, at any time, on the Site.

30.3. Contractor shall under no circumstances be considered the generator of any hazardous materials, pollutants or contaminants encountered or handled in the performance of the Work, irrespective of whether Contractor assists Company in arranging for transportation and/or disposal of such materials. Without contradiction of any assertion by Company of third party liability and for purposes of this Contract only, it is agreed that any hazardous materials, pollutants or contaminants generated or encountered in the performance of the Work shall be the responsibility of Company and shall be disposed of under an EPA Identification Number or other appropriate legal device obtained and carried in the name of Company. Company shall also be responsible for acquisition and subsequent disposition of any equipment, materials, and supplies which become contaminated with hazardous materials during the performance of the Work and which cannot be reasonably and satisfactorily decontaminated prior to removal from Company's property.

30.4. Company and Contractor shall mutually agree on target quantities for dry active waste (including, but not limited to, insulation materials, tools and equipment), other hazardous wastes and mixed wastes requiring disposal by Company.

30.5. Handling, Collection, Removal, Transportation and Disposal.

(a) Contractor shall be responsible for the proper handling, collection, removal, transportation and disposal of such hazardous materials, if any, as are brought by Contractor or any of its Subcontractors onto the Site, excluding any of the same which have been permanently incorporated into the Site, consumed in performance of the Work or become hazardous, or mixed waste in the performance of the Work. All activities in connection with the foregoing shall be performed in accordance with the requirements of all Laws and Regulations. (b) Contractor shall be responsible for the proper handling, collection, packaging and transport to a Site location designated by Company of all hazardous materials used, generated, removed, emitted or disturbed (but in each of the foregoing cases only if contained) in performing the Work but not brought onto the Site by Contractor or any of its Subcontractors, excluding any of the same which have been permanently incorporated into the Site or consumed in performance of the Work in accordance with the Contract and Laws and Regulations. Company shall provide proper containers. (c) Company shall be responsible for the proper removal, transportation and disposal of all hazardous and mixed waste and radioactive material. (d) Tools and equipment brought by Contractor or any of its Subcontractors onto the Site that were removed from the Site and disposed, decontaminated or otherwise treated by Contractor or Subcontractor in accordance with the requirements of all Laws and Regulations. Any other tools and equipment brought by Contractor or any of its Subcontractors onto the Site that become contaminated as a result of the performance of the Work shall be decontaminated by Company and then removed from the Site and disposed of by Company in accordance with the requirements of all Laws and Regulations.

30.6. To the extent required by any Law, Contractor shall provide to Company all Material Safety Data Sheets covering any hazardous materials

to be furnished or brought onto the Site by Contractor or any of its Subcontractors. Company shall provide to Contractor upon request Material Safety Data Sheets covering any hazardous materials furnished by Company for use by Contractor or any of its Subcontractors or that may affect Contractor or any of its Subcontractors in the performance of the Work.

30.7. Contractor shall provide prompt notice to Company of all suspected hazardous materials which it finds during performance of the Work.

ARTICLE 31.0

OWNERSHIP OF INTELLECTUAL PROPERTY

31.1. Documentation prepared and delivered by Contractor pursuant to the Contract, or which Company may require Contractor to supply in accordance with the Contract, shall be the property of Company, subject to the requirements of Article 22.0; provided however, ownership of all Intellectual Property and know-how of Contractor contained in such documentation shall be owned solely by Contractor. Nothing in the contract shall be construed as limiting Contractor's ownership of or its rights to use Contractor's basic know-how, experience and skills, whether or not acquired during performance of the Work, ownership of which shall remain vested in Contractor.

31.2. Contractor hereby grants to Company a personal, perpetual, irrevocable, non-exclusive, royalty-free license to use, practice, apply and reproduce in any medium, Contractor's Intellectual Property contained in the Work.

ARTICLE 32.0

CORPORATE COMPLIANCE POLICY DISCLOSURE REQUIREMENTS

32.1. Ameren has adopted certain rules and principals contained in its Corporate Compliance Policy which, among other things: (1) generally prohibits Ameren directors and employees from seeking or accepting, directly or indirectly, personal gain from anyone soliciting or doing business with Ameren (other than for items of nominal or modest value); (2) prohibits directors and employees from knowingly accepting any gifts (even of a modest value) from third parties who are involved in negotiations to do business with Ameren or if the employee is part of a sourcing team; (3) requires the disclosure of a director's or employee's (or of a family member of a director or employee) investment in, or other business relationship with, third parties who do business with, or are involved in negotiations to do business with, Ameren, except those investments or other business relationships which are immaterial to both the employee and the third party; and (4) requires the disclosure of a familial relationship between an Ameren director, executive employee, or an employee who is part of a sourcing team and an employee or director of a third party who does business with, or is involved in negotiations to do business with, Ameren.

32.2. Contractor agrees that it will report any known attempted or actual violations of the prohibitions contained in paragraphs (1) or (2) above, at any time during the negotiation, execution or performance of any agreement or other business arrangement between the Parties, to Ameren's ethics reporting service which can be reached by calling 1-866-294-5492. Contractor further agrees that it will provide Notice to Company of any known business or familial relationships described in paragraphs (3) or (4) above, whether currently existing or which develop during the negotiation, execution or performance of any agreement or other business

arrangement between the Parties, pursuant to the Notice requirements contained herein.

32.3. The term "Ameren" as used in this Article 32 shall mean Ameren Corporation and any affiliates of Ameren Corporation as the case may be.

ARTICLE 33.0

SITE ACCESS

33.1. Company shall furnish Contractor access to the Site when and as necessary for Contractor's performance of its Work.

33.2. For any Work performed by Contractor at the Site, Contractor shall comply with all applicable provisions of the Site administrative control directives and related instructions and procedures which have been provided to Contractor as provided

33.3. Contractor and Subcontractor organizations shall not assign any personnel to work at the Site who have been denied access for violation of a fitness for duty program without the knowledge and consent of Company.

ARTICLE 34.0

MISCELLANEOUS

34.1. Entire Agreement

The Contract constitutes the sole and entire agreement between Company and Contractor with respect to the subject matter and supersedes any previous written or oral agreements. The Contract may be amended or modified only by a Purchase Order revision.

34.2. Counterparts

This Contract may be executed by the Parties hereto in two or more counterparts (and by each of the Parties hereto on separate counterparts), each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

34.3. Independent Contractor

34.3.1. The Parties recognize and agree that Contractor is an independent contractor and Contractor agrees to perform this Contract as such, and not as a subcontractor, agent, representative, servant, or employee of Company. As an independent contractor, Contractor maintains complete control over and responsibility for its own forces and operations, including construction means, methods, techniques, sequences and programs in connection with the Work, subject to compliance with the Contract. Contractor personnel furnished under this Contract shall not be entitled to any benefits applicable to employees of Company.

34.3.2. Contractor shall maintain the employer-employee relationship between Contractor and personnel on Contractor's payrolls as pertains to payment of compensation or benefits of any kind, terms or conditions of employment, liability for any form of contribution of payroll or any other employment taxes; compliance with all applicable Laws and Regulations governing employment practices, or with respect to matters covered by Workers Compensation insurance.

34.3.3. Contractor shall employ a competent manager (On-Site Task Manager) who shall be in charge overall, and any necessary supervisory personnel who shall be present at the Site at all times during performance of the Work. The On-Site Task Manager shall be in full charge of Contractor's On-Site Work and shall be fully authorized to represent and to act for Contractor, and all written directions given to the On-Site Task Manager shall be deemed to be compliant with Article 34.4.

34.3.4. Contractor shall employ, and shall cause each Subcontractor to employ, competent, experienced, and appropriately skilled employees. The Parties recognize and agree that each Subcontractor engaged by Contractor is an independent contractor and they shall perform this Contract as such, and not as a subcontractor, agent, representative, servant or employee of Company. Further, each Subcontractor working at the Site shall provide documentation for Company's review demonstrating that such Subcontractor meets the safety performance requirements, Supplemental Personnel Services Procurement and Oversight, in effect as of the Effective Date before they are deployed. Contractor shall have full responsibility for the conduct of all employees in connection with the Work (including employees of any Subcontractor).

34.3.5. Contractor shall not perform any act or make any representation to any person to the effect that Contractor or any of its agents, representatives or Subcontractors is the agent of Company, unless such agency is authorized in writing by Company. Any rights to inspect, reject, approve or otherwise oversee the Work, or other similar provisions regarding the conduct of the Work, including safety rules and practices, shall be for Company's benefit only (and not for any other person or entity) and shall not relieve Contractor of its responsibilities.

34.4. Notices

34.4.1. Each Party hereby designates a representative authorized to act in its behalf. The designated representatives shall be available at all reasonable times and the Parties will communicate through those representatives. The designated representatives for this Contract shall be:

34.4.2. Any Notice required to be served under this Contract shall be given in writing and delivered by mail, hand, fax or email, provided such email contains an attached document with a signature, to the addresses of the Party's designated representative. Notice shall be deemed given on (i) the date of delivery or refusal in the case of personal delivery, (ii) the delivery or refusal date, as specified on the return receipt, in the case of over-night courier, express courier, or registered or certified mail, or (iii) when the sender receives an electronic confirmation in the case of a facsimile or email.

34.5. Publicity

Contractor shall not make any announcement, give any photographs, or release any information concerning all or a portion of the Work to any member of the public, press, person, or any official body, without Company's prior written consent; except that information may be given to an official body as required by Laws and Regulations. Contractor may at any time after Company's first public announcement, if any (which may or may not be joint) concerning the Contract, include the Contract (but not the details of it) in its regular experience lists.

34.6. APPLICABLE LAW; JURISDICTION; WAIVER OF JURY TRIAL
WITH RESPECT TO MECHANICS' LIEN MATTERS, THE LAWS OF THE STATE OF
ILLINOIS SHALL APPLY. THIS CONTRACT AND ALL ITEMS IN DISPUTE SHALL
BE GOVERNED BY ILLINOIS LAW, AND SHALL BE DEEMED TO HAVE BEEN

EXECUTED AND PERFORMED IN THE STATE OF ILLINOIS. THE PARTIES WILL

USE THEIR BEST EFFORTS TO RESOLVE DISPUTES INFORMALLY AT THE LOWEST POSSIBLE LEVELS OF DECISION MAKING, AND CONSENSUAL ALTERNATIVE DISPUTE RESOLUTION PROCESSES MAY BE USED. EACH PARTY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY, TO THE EXTENT PERMITTED BY LAW, OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THE CONTRACT, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY THE COURT WITHOUT A JURY AND THAT ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR COPY OF THE CONTRACT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE CONTRACT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

34.7. Survival

All Articles of the Contract providing for indemnification, or limitation of or protection against liability, of either Party shall survive the termination, cancellation, or expiration of the Contract.

34.8. No Third Party Rights

This Contract and all rights hereunder are intended for the sole benefit of the Parties and shall not imply or create any rights on the part of, or obligations to, any other person or entity.

34.9. Severability

The provisions of the Contract shall be interpreted where possible in a manner to sustain their legality and enforceability. The invalidity or unenforceability of any portion or provision of this Contract shall in no way affect the validity or enforceability of any other portion or provision hereof. Any invalid or unenforceable portion or provision shall be deemed severed from this Contract and the balance of this Contract shall be construed and enforced as if this Contract did not contain such invalid or unenforceable provision; provided, however, if any provisions dealing with limitation of liability or exclusion of any remedy is held to be unenforceable or invalid, the Parties agree to renegotiate this Contract in good faith to give proper effect to the intention of the Parties as set forth in those provisions.

34.10. Headings

Article headings and titles are included for the convenience of the Parties and shall not be used to construe the meanings of the terms and conditions hereof.

34.11. Drafting

The drafting of the Contract has been a joint effort of the Parties and the resulting document shall not be construed more severely against one of the Parties than against the other.

34.12. Regulation of Visitors, Photographs and Press Releases.

a) Contractor shall not permit visitors on the Premises without the prior consent of Company. b) Contractor may not use Company's name or photographs taken by the Contractor on or in the vicinity of the Premises in Contractor's advertising without the prior written consent of Company. c) The Contractor shall not make any verbal or written statement to any press or news media relative to the Work of the Contract or Company without obtaining prior written consent from Company.

34.13. No Waiver of Breach, Ameren Review

The failure of either Party to insist upon strict performance by the other Party or either Party's failure or delay in exercising any rights or remedies provided in the Contract or by any Laws or Regulations shall not be deemed or construed as a waiver of any claims related thereto. No

waiver by either Party of a breach of any provision of the Contract shall constitute or be construed as a waiver of any other breach of such provision. Company's review, inspection, or approval of any Work, design documents, applications for payment or other submittals shall be solely for the purpose of determining whether the same are generally consistent with Company's construction program and requirements. No review, inspection, or approval by Company of such Work or documents shall relieve Contractor of its responsibility for the performance of its obligations under the Contract Documents or the accuracy, adequacy, fitness, suitability, or coordination of its Work. Approval by any governmental or other regulatory agency or other governing body of any Work shall not relieve Contractor of responsibility for the performance of its obligations under the Contract. Payment by Company pursuant to the Contract Documents shall not constitute a waiver of any of Company's rights under the Contract Documents or at Law, and Contractor expressly accepts the risk that Defects in its performance, if any, may not be discovered until after payment, including Final Payment, is made by Company. Notwithstanding the foregoing, prompt written Notice shall be given by Company to the Contractor if Company becomes aware of any fault or Defect in the Project or non-conformance with the Contract No purported oral modification, waiver or rescission of the Contract by any employee or agent of Company operate as a modification, waiver or rescission of any of the provisions of the Contract.

34.14. Certification of Design Documents

All designs and construction drawings, specifications, reports and related design or construction documents or any other documents, if required by Exhibit A shall be certified by a registered Professional Engineer licensed to practice with the State of Missouri.

34.15. Certification

Contractor will provide at the written request of Company, a certification by Contractor's controller or chief financial officer that any amounts invoiced to Company for Contractor's costs, including termination costs, were calculated in accordance with this Contract.

ARTICLE 35.0

LIMITATIONS

35.1. NEITHER PARTY (INCLUDING ITS RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AFFILIATES, CONSULTANTS, AGENTS AND SUBCONTRACTORS OR CONTRACTORS OF ANY TIER) WILL BE LIABLE TO THE OTHER PARTY (INCLUDING ITS RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AFFILIATES, CONSULTANTS, AGENTS AND SUBCONTRACTORS OR CONTRACTORS OF ANY TIER) FOR LOST PROFITS OR REVENUES, LOSS OF USE OF FACILITIES, LOSS OF BUSINESS OPPORTUNITIES, COSTS OF CAPITAL (OTHER THAN INTEREST CHARGES AS SPECIFIED IN THIS CONTRACT), OVERHEAD COSTS, COSTS OF REPLACEMENT POWER, OR ANY OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL, DAMAGES OR LOSSES OF ANY NATURE ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE PERFORMANCE OF OR NON-PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT OR THE BREACH THEREOF WHETHER BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, ERROR OR OMISSION, INDEMNITY OR OTHERWISE; PROVIDED, HOWEVER, FOR THE PURPOSES OF THIS ARTICLE 35, THE PARTIES AGREE THAT AMOUNTS PAID OR PAYABLE BY CONTRACTOR FOR THIRD PARTY PERSONAL INJURY AND PROPERTY DAMAGE CLAIMS, AND CLAIMS UNDER ARTICLES 10.6, 17.2, 23 AND 25.7 SHALL BE DEEMED NOT TO BE SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES AND THEREFORE NOT SUBJECT TO THE LIMITATIONS SET FORTH IN THIS ARTICLE.

35.2. Notwithstanding any provision to the contrary in this Contract, the total aggregate cumulative liability of Contractor and Subcontractors, and their officers, employees and agents, to the Indemnified Parties (including also Company's insurers, and any assignees of this Contract) for any and all claims of any kind for any loss or damage arising out of, pertaining to, connected with, or resulting from this Contract, or from the performance or breach thereof, including, but not limited to, any loss or damage arising out of the negligent performance of Contractor's duties pursuant to this Contract, shall in no case exceed: i) for all Work up to and including the Services: Thirty-Five Million Dollars (\$35,000,000.00)

35.3. Indemnities against, releases from, and limitations on liability, and limitations on remedies expressed in this Agreement, as well as waivers of rights, including, but not limited to, subrogation rights, shall apply even in the event of the fault, tort (including negligence), strict liability, breach of contract or warranty, or other basis of liability of the Party indemnified or released or whose liability is limited or allocated to the indemnitor, or against whom remedies have been limited, and shall extend to the officers, directors, partners, employees, licensors, agents, subcontractors, vendors and related entities of such Party.

35.4. The provisions of this Article 35 providing for limitations of or protection against Contractor's or its Subcontractors' liability shall survive both termination of this Contract and completion of the Work hereunder.

EXHIBIT C
AMEREN VENDOR BILLING INSTRUCTIONS

The instructions below must be followed carefully in order to ensure proper and timely payment of your invoices.

I. Each invoice must include the following information:

Appropriate and complete business name
Remittance address
Invoice number
Invoice date
Due date & payment terms
Total or net amount due
Description, price, & quantity of materials and/or services provided
Valid PO number and PO line item number(s)

II. Instructions for prompt payment of invoices:

Do not accept an order from Ameren without a PO number. Orders placed for goods or services to be billed to an Ameren company will not be considered valid until this number has been assigned.

Supplies or services must be delivered to the "Ship To" address before payment will be made.

Invoice each purchase order separately. (Note: A purchase with a release number is a separate purchase order).

III. Mail the original invoice to:

Ameren
Accounts Payable (Code 230)
P. O. Box 66892
St. Louis, MO 63166-6892

Unless you have prior approval from Ameren, invoices should be sent directly to the above address and NOT to the individual departments. Payments for invoices not directly sent to this address will be delayed.

IV. Other:

Send an invoice, not a statement. NO STATEMENT WILL BE PROCESSED FOR PAYMENT.

Do not use a marker to highlight items on an invoice. This causes the highlighted area to be illegible when viewed through Ameren's imaging system.

Ameren must have your employer identification number (EIN) or a social security number (SSN) on file in order to make payment. If Ameren does not have this information on file, Form W-9 must be completed prior to payment.

For faster processing, please submit all invoices on 8½" white paper.

You may contact Ameren's Accounts Payable department by email at accountspayable@ameren.com or by calling 314.554.4INV.

Your cooperation in meeting these requirements will be greatly appreciated. FAILURE TO COMPLY WITH THE ABOVE INSTRUCTIONS WILL RESULT IN DELAY OF PAYMENT.

EXHIBIT D

AMEREN CORPORATION AND SUBSIDIARIES COLLECTION OF LIEN WAIVERS

It is Ameren's policy to collect waivers of lien from all Contractors (and certain First-and Second-Tier Subcontractors¹) before payment of any Contractor invoice on projects where: (1) Contractor provides equipment, materials or labor, and (2) the equipment, materials or labor improve the value of an Ameren power generating station or substation or other real property² and (3) the Purchase Order (P.O.) issued by Ameren for the work to be performed by Contractor is for an amount greater than or equal to \$50,000.

If waivers of lien are required pursuant to the above requirements, each Contractor must submit the documentation outlined in this document with each invoice equal to or greater than \$25,000 in order for the invoice to be considered for payment, provided however, Company may only withhold payment from Contractor in an amount not to exceed the applicable dollar amount of any Subcontractor's lien waiver(s) not provided by Contractor, and provided further that in lieu of providing any Subcontractor lien waiver(s), Contractor may, at its expense, provide a bond protecting Company against Contractor's failure to pay the applicable Subcontractor(s) the amount then due.

1.

Initial Invoice Requiring Waivers of Lien

Together with the first invoice submitted by a Contractor which meets the three requirements above, Contractor shall submit the following for all work performed by Contractor through the last date of the invoice billing period:

- A. Contractor's Affidavit for Progress Payment - Attachment A; and
- B. Contractor's Partial Waiver of Lien - Attachment B.
- C. A list of First and Second Tier Subcontractors requiring lien waivers under this policy.

2. Subsequent Invoices

For each subsequent invoice greater than or equal to \$25,000, Contractor shall submit the following for work performed through the last date of the invoice billing period:

- A. Contractor's Affidavit for Progress Payment - Attachment A;
- B. Contractor's Partial Waiver of Lien - Attachment B;
- C. Subcontractor's Partial Waiver of Lien - Attachment C, which Contractor shall submit for each of its direct subcontractors ("First-Tier Subcontractors") identified in the Contractor's A "Contractor" is an entity that has a direct contract with an Ameren company. A "First-Tier Subcontractor" is an entity that has a direct contract with the Contractor. A "Second-Tier Subcontractor" is an entity that has a direct contract with a First-Tier Subcontractor.

2 Examples of covered projects include: labor, equipment and materials incorporated into construction projects, or used in connection with repairs or maintenance performed at, Ameren owned buildings, facilities

or transmission poles, towers or lines; drawings produced by a design professional for improvements, modifications or additions to an Ameren building or facility; and equipment, appliances, or materials which become permanently affixed to Ameren owned real property.

Affidavit for Progress Payment that Contractor included with its immediately prior invoice, for whom the "Amount Due Through Last Date" is equal to or greater than \$250,000; and

D. Subcontractor's Partial Waiver of Lien - Attachment C, from each First-Tier Subcontractor's direct subcontractor ("Second-Tier Subcontractor") identified on the most recent previous First-Tier Subcontractor's Partial Waiver of Lien for whom the "Amount Due Through Last Date" is equal to or greater than \$250,000.

3. Final Invoice

Together with Contractor's final invoice, Contractor shall submit the following for all work performed on the construction project covered by the P.O.:

- A. Contractor's Affidavit for Final Payment - Attachment D;
- B. Contractor's Unconditional Final Waiver of Lien - Attachment E;
- C. Subcontractor's Unconditional Final Waiver of Lien (Attachment F), from each First-Tier Subcontractor identified in Contractor's Affidavit for Final Payment, where the "Contract Amount" with respect to such First-Tier Subcontractor is equal to or greater than \$250,000; and
- D. Subcontractor's Unconditional Final Waiver of Lien (Attachment F), from each Second-Tier Subcontractor identified in the First-Tier Subcontractor's Unconditional Final Waiver of Lien, where the "Contract Price" with respect to such sub-subcontractor is equal to or greater than \$250,000, or for whom the payment then requested equals or exceeds \$250,000.

ATTACHMENT A

STATE OF)

) SS
COUNTY OF)

CONTRACTOR'S AFFIDAVIT FOR PROGRESS PAYMENT

, first being duly sworn, deposes and states that he/she is

(title) of ("Contractor"), engaged by

[name of Ameren entity] ("Owner") to provide labor, equipment and/or materials at the following location: ("Property").

The undersigned represents that the total amount of its contract with Owner, pursuant to Owner's Purchase Order No.

_____, is \$, of which Contractor has received payment of \$

, prior to receipt of this progress payment now requested through Invoice No. _____ in the amount of \$, for labor, equipment and/or materials provided through _____, 20__ ("Last Date") (insert date of last labor, equipment and/or materials included in this affidavit). The undersigned represents that all work for which Contractor now requests payment has been completed according to the relevant contract provisions, and payment is now due to Contractor pursuant to the terms of the contract.

The following are the names of all parties who have furnished labor, equipment and/or materials for improvement of the Property at the request of Contractor ("First-Tier Subcontractors") in an amount equal to or greater than \$250,000 for this progress payment, and are owed payment by Contractor in the amounts stated below:

FIRST-TIER
SUBCONTRACTOR
NAME
LABOR/MATERIAL/
EQUIPMENT SUPPLIED
CONTRACT PRICE
AMOUNT PAID
TO DATE
AMOUNT DUE
THROUGH
LAST DATE

The undersigned represents that this statement is a full, true and complete statement of all work performed through the Last Date by Contractor and its subcontractors other than claims for extra work which have been submitted in writing to Owner prior to the date hereof.

Dated:

(Contractor)

By:
Title:

Subscribed and sworn to before me, this ____ day of _____, 20__.

Notary Public
My Commission expires:

ATTACHMENT B

STATE OF)

) SS
COUNTY OF)

CONTRACTOR'S PARTIAL WAIVER OF LIEN

("Contractor") represents that it has provided labor, equipment and/or materials (including but not limited to what is shown on Invoice No. _____) pursuant to Owner's Purchase Order No. _____ for the improvement of property of

[name of Ameren entity] ("Owner") at the following location:

(the "Property") through the following date: _____, 20____ ("Last Date") (insert date of last labor, equipment and/or materials included in this waiver). Contractor has received payment of \$_____, prior to receipt of this progress payment now requested in the amount of \$ ("Current Payment").

Effective immediately upon receipt of the Current Payment, Contractor hereby waives, without reservation, all rights to a mechanic's lien against the Property described above, and any improvements thereon, for all labor, equipment and/or materials supplied through the Last Date, except that this document does not waive Contractor's lien rights to contract retainage funds currently withheld by Owner, and does not waive Contractor's lien rights or rights to payment for any other claims Contractor may make in accordance with the contract between Owner and Contractor.

The undersigned acknowledges that all other mechanic's lien claims, without reservation, for labor, equipment and/or materials provided through the Last Date are permanently waived.

Provided Owner is not in breach of the payment provisions of the contract between Owner and Contractor, Contractor shall defend and indemnify the Owner, Owner's employees, and the Property against all liens, claims and lawsuits of subcontractors or suppliers of Contractor of every tier related in any way to payment for labor, equipment and/or materials provided to or for the benefit of the Property through the Last Date.

By:
Title:
(Contractor)
Subscribed and sworn to before me, this day of , 20____.
My Commission expires:
Notary Public

ATTACHMENT C

STATE OF _____)

) SS

COUNTY OF _____)

SUBCONTRACTOR'S PARTIAL WAIVER OF LIEN

1. ("Subcontractor") has provided to or through ("Contractor") certain labor, equipment and/or materials (including but not limited to what is shown on Subcontractor's Invoice No. _____) for the improvement of property of [name of Ameren entity] ("Owner") at the following location: (the "Property") through the following date: _____, 20____ ("Last Date") (insert date of last labor, equipment and/or materials included in this waiver).

2. Subcontractor has received payment of \$_____, prior to receipt of this progress payment now requested in the amount of \$.

3. Subcontractor hereby waives, without reservation, all rights to a mechanic's lien against the Property described above, and any improvements thereon, for all labor, equipment and/or materials supplied through the Last Date, except that this document does not waive Subcontractor's lien rights to contract retainage funds currently withheld by Owner or Contractor, and does not waive Subcontractor's lien rights or rights to payment for any other claims Subcontractor may make in accordance with the terms of the contract between Contractor and Subcontractor. The undersigned acknowledges that all other mechanic's lien claims, without reservation, for labor, equipment and/or materials provided through the Last Date are permanently waived.

4. Subcontractor shall defend and indemnify the Owner, Owner's employees, Contractor, and the Property against all liens, claims and lawsuits of subcontractors or suppliers of Subcontractor of every tier related in any way to payment for labor, equipment and/or materials provided to or for the benefit of the Property through the Last Date.

5. To be completed by "first-tier" subcontractors only: Subcontractor has paid in full, except for any retainage, all of its sub-subcontractors and suppliers for labor, equipment and/or materials they supplied to or for the benefit of the Property through the Last Date. The following are the names of all parties who have furnished, or will furnish, labor, equipment and/or material for improvement of the Property at the request of Subcontractor with a Contract Price equal to or greater than \$250,000. The undersigned represents that Subcontractor has paid each of the following entities the "Amount Paid to Date" applicable to such entity, and has provided to Contractor fully-executed lien waivers from all sub-subcontractors for whom the "Amount Due Through Last Date" is equal to or greater than \$250,000:

SECOND-TIER
SUBCONTRACTOR
LABOR/MATERIAL/
EQUIPMENT SUPPLIED
CONTRACT PRICE
AMOUNT PAID

TO DATE
AMOUNT DUE
THROUGH
LAST DATE

(Subcontractor)

By:

Title:

Subscribed and sworn to before me, this day of , 20__.

Notary Public

My Commission expires:

ATTACHMENT D

State of _____)//) SS
County of _____)

CONTRACTOR'S AFFIDAVIT FOR FINAL PAYMENT

, first being duly sworn, deposes and states that:

I am [title] of
("Contractor"), engaged to provide labor, equipment and/or materials at
the following location:
("Property"), owned by [name of Ameren entity] ("Owner").

Contractor represents that the total amount of Contractor's contract with
Owner pursuant to Owner's Purchase Order Number _____ is \$, of
which Contractor has received payment of \$ prior to its receipt of Final
Payment, and Contractor now requests Final Payment in the amount of \$.

The following are the names of all parties who have furnished material,
equipment and/or labor for improvement of the Property at the request of
Contractor in an amount equal to or greater than \$250,000 ("First-Tier
Subcontractors"). The undersigned represents that Contractor has paid
each of the following entities the amounts stated:

FIRST-TIER
SUBCONTRACTOR NAME
LABOR/EQUIPMENT/MATERIAL
SUPPLIED
CONTRACT
PRICE
AMOUNT PAID
PRIOR TO FINAL
PAYMENT
FINAL
PAYMENT(EXCLUDING
WARRANTY RELATED
RETAINAGE)

The undersigned represents that Contractor has provided to Owner fully-
executed final lien waivers from each of the parties listed above where
the Contract Price is equal to or greater than \$250,000. The undersigned
further states that Contractor has not requested any other equipment,
labor or material, and there is nothing due or to become due to any
person or entity for material, equipment, labor or other work provided to
or through Contractor for the benefit of the Property, other than as
stated above, or which are less than \$250,000 in price.

Dated:

By:

Title:

(Contractor)

Subscribed and sworn to before me, this day of , 20____.

My Commission expires:

Notary Public

ATTACHMENT E

STATE OF)

) SS

COUNTY OF)

CONTRACTOR'S UNCONDITIONAL FINAL WAIVER OF LIEN

("Contractor"), first being duly sworn, deposes and states that it has provided labor, equipment and/or materials pursuant to Owner's Purchase Order Number _____ for the improvement of property of ("Owner") at the following location: (the "Property") and is entitled to final payment in the following amount: \$_____.

Effective immediately upon receipt of the above payment, Contractor does hereby permanently, and without reservation, fully waives and releases all rights it may have to assert a mechanic's lien or any other lien, claim or right against the Property identified above, or any improvement thereon, or against the Owner or its employees, for payment for labor and/or material supplied to or for the benefit of such Property.

Contractor shall defend and indemnify the Owner, Owner's employees, and the Property against all liens, claims and lawsuits for payment of subcontractors or suppliers of Contractor of every tier who provided labor or materials to or for the benefit of the Property.

Dated:

(Contractor)

By:

Title:

Subscribed and sworn to before me, this day of , 20____.

Notary Public

My Commission expires:

ATTACHMENT F
STATE OF _____)

) SS
COUNTY OF _____)

SUBCONTRACTOR'S UNCONDITIONAL FINAL WAIVER OF LIEN

of

("Subcontractor"), being first duly sworn, deposes and states as follows:

1) I am the _____ (title and/or position)
of Subcontractor, and am familiar with
the facts stated herein.

2) Subcontractor has provided to or through
("Contractor"), certain labor, supplies, materials, equipment and/or
other items for use in the
construction of improvements at the following location:
(the "Property") owned by ("Owner").

3) Subcontractor hereby acknowledges its receipt of full and final
payment, including retainage (but excluding
retainage related to its warranty obligations), for all labor, supplies,
materials and equipment provided by or through
Subcontractor for the Property.

4) To be completed only by "first-tier" subcontractors: The following are
the names of all parties who have
furnished material, equipment and/or labor for improvement of the
Property at the request of Subcontractor in an amount
equal to or greater than \$250,000 Subcontractor represents that it has
provided a fully-executed Subcontractor's
Unconditional Final Waiver of Lien for each such party. Subcontractor has
paid in full all of its sub-subcontractors and
suppliers for all labor, supplies, materials, equipment and other items
they provided to or through Subcontractor for the
Property, regardless of the contract price:

SECOND-TIER
SUBCONTRACTOR'S
NAME
LABOR/EQUIPMENT/MATERIAL
SUPPLIED
CONTRACT
PRICE
AMOUNT
PAID PRIOR
TO FINAL
PAYMENT
FINAL
PAYMENT (EXCLUDING
WARRANTY RELATED
RETAINAGE)

5) Subcontractor hereby unconditionally and without reservation waives all rights to assert a mechanic's lien or any other right or claim for payment it may have against the Property, the Owner, and the Contractor, arising out of or related to the Property.

6) Subcontractor shall defend, indemnify and hold harmless the Owner, Owner's employees, Contractor, and the Property and the Owner against any liens, suits on liens, claims, or lawsuits for payment, including all expenses, costs and attorney fees associated therewith, arising out of any labor, supplies, materials, equipment or other facilities furnished by or through Subcontractor, or by its sub-subcontractors and suppliers of any tier, in connection with the Property.

Subcontractor

By:

Title:

SWORN TO before me and subscribed in my presence this ____ day of _____, 20__.

Notary Public

My Commission expires:

Illinois Rivers Project - Expected Cost by Portion

Primary	Len (Mi)	Base	Low	Mean	High	Alternate	Len(mi)	Base	Low	Mean	High
Quincy to Meredosia	48.55	\$107,444,427	\$111,805,536	\$125,316,226	\$142,532,879	Alternate	48.48	\$105,727,660	\$110,019,087	\$123,313,901	\$140,255,463
Meredosia to Ipava	50.18	\$102,941,084	\$107,119,405	\$120,063,819	\$136,558,866	Alternate	48.64	\$106,347,238	\$110,663,812	\$124,036,536	\$141,077,377
Meredosia to Pawnee	68.93	\$130,888,986	\$136,201,696	\$152,660,443	\$173,633,799	Alternate	76.03	\$146,229,353	\$152,164,720	\$170,552,454	\$193,983,916
Pawnee to Pana Alignment	36.14	\$66,792,656	\$69,503,733	\$77,902,632	\$88,605,337	Alternate	40.70	\$79,885,915	\$83,128,440	\$93,173,762	\$105,974,501
Pana to Mt. Zion	35.40	\$63,751,556	\$66,339,196	\$74,355,690	\$84,571,095	Alternate	38.62	\$73,195,293	\$76,166,248	\$85,370,253	\$97,098,901
Mt. Zion to Kansas Alignment	66.32	\$127,263,800	\$132,429,366	\$148,432,261	\$168,824,725	Alternate	66.42	\$129,823,232	\$135,092,684	\$151,417,416	\$172,219,998
Kansas to Sugar Creek	36.95	\$69,193,898	\$72,002,440	\$80,703,285	\$91,790,760	Alternate	33.37	\$64,816,296	\$67,447,153	\$75,597,534	\$85,983,551
Sidney to Rising	24.34	\$41,050,287	\$42,716,495	\$47,878,399	\$54,456,204	Alternate	35.13	\$66,036,184	\$68,716,556	\$77,020,332	\$87,601,821
Maywood (Palmyra area)-Miss	9.07	\$24,710,079	\$25,713,047	\$28,820,237	\$32,779,724	Alternate	9.07	\$24,710,079	\$25,713,047	\$28,820,237	\$32,779,724
Miss R -SE Quincy (Herleman	5.32	\$20,671,165	\$21,510,196	\$24,109,509	\$27,421,810	Alternate	6.32	\$23,066,323	\$24,002,572	\$26,903,066	\$30,599,162
Sidney	Sub	\$9,138,831	\$9,606,523	\$10,248,562	\$10,452,156			\$9,138,831	\$9,606,523	\$10,248,562	\$10,452,156
Herleman (SE Quincy)	Sub	\$17,710,845	\$18,559,637	\$19,156,300	\$20,237,222			\$17,710,845	\$18,559,637	\$19,156,300	\$20,237,222
Meredosia	Sub	\$18,648,239	\$19,535,080	\$20,422,900	\$21,208,761			\$18,648,239	\$19,535,080	\$20,422,900	\$21,208,761
Ipava	Sub	\$23,761,617	\$24,854,073	\$25,733,905	\$26,938,985			\$23,761,617	\$24,854,073	\$25,733,905	\$26,938,985
Pawnee	Sub	\$28,655,847	\$30,037,014	\$31,265,929	\$32,699,349			\$28,655,847	\$30,037,014	\$31,265,929	\$32,699,349
Pana	Sub	\$29,576,176	\$31,088,539	\$32,936,825	\$33,913,265			\$29,576,176	\$31,088,539	\$32,936,825	\$33,913,265
Mt. Zion	Sub	\$16,454,057	\$17,285,135	\$17,777,042	\$18,847,291			\$16,454,057	\$17,285,135	\$17,777,042	\$18,847,291
Kansas	Sub	\$20,981,063	\$22,506,992	\$23,670,218	\$24,558,848			\$20,981,063	\$22,506,992	\$23,670,218	\$24,558,848
Rising	Sub	\$8,944,339	\$9,499,806	\$10,109,112	\$10,285,989			\$8,944,339	\$9,499,806	\$10,109,112	\$10,285,989
Maywood (Palmyra)*	Sub	\$17,817,638	\$18,721,591	\$20,041,300	\$20,399,535			\$17,817,638	\$18,721,591	\$20,041,300	\$20,399,535
		\$946,400,000	\$987,000,000	\$1,091,600,000	\$1,220,700,000			\$1,011,500,000	\$1,054,800,000	\$1,167,600,000	\$1,307,100,000

*- Part of IL Rivers but not CPCN proceeding