



AMN-ADM-4005

Contract Development and Commercial Administration Procedure

Effective Date: 11/1/2008

Responsible Business/Service Line: General Counsel Office

Reason for Change:

This procedure supersedes and makes void: N/A

Approved By: _____ Date: _____

Thomas Voss
Chairman, President and CEO

Next Periodic Review Date: December 2011

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1.0 Purpose

- 1.1 The purpose of this document is to establish the Ameren corporate procedure for developing and administering Project-related contracts.

2.0 Scope

- 2.1 This procedure is applicable to all Ameren companies.
- 2.2 This procedure is applicable to all Ameren employees and contractors/suppliers.
- 2.3 Unless specifically stated otherwise, this procedure applies to Ameren Project-related contracts.

3.0 Definitions

- 3.1 Terms used in this document are defined in the CPOC Policy and Procedure Glossary, AMN-ADM-4011.

4.0 Responsibilities

4.1 Contract Development Team

- 4.1.1 Establishes appropriate Project procurement and contracting strategies.
- 4.1.2 Identifies risks, establishes mitigation tactics and develops opportunities for savings within each respective functional area.

4.2 Project Sponsor or Designee

- 4.2.1 Develops Project scope and design requirements and business justification.
- 4.2.2 Obtains initial approvals to proceed to contract development and bid stage.
- 4.2.3 Leads the Contract Development Team and ensures that the contract:
- 4.2.3.1 Uses an appropriate contract delivery method (i.e., lump-sum, guaranteed maximum, design-build, etc.)
 - 4.2.3.2 Uses an appropriate Project contract development team structure.
 - 4.2.3.3 Addresses Project business risks.

4.2.3.4 Contains appropriate pre-construction, construction and post-construction Project Deliverables

4.2.4 Receives regular updates from Project Manager.

4.2.5 Evaluates change order requests and obtains approvals where necessary.

4.2.6 Evaluates overall Project successes and lessons learned and contractor/supplier performance.

4.3 Accounts Payable

4.3.1 Scans and maintains database of collected Waivers of Lien.

4.3.2 Routes invoices and supporting materials to Project Manager or designee for review and approval.

4.4 Corporate Legal

4.4.1 Develops standard form contracts and proforma agreements.

4.4.2 Identifies potential contract/Project /legal risks, advises applicable representatives regarding mitigation of legal risks and provide other advice as requested.

4.4.3 Addresses all contractual issues relating to indemnification and/or damage limitations.

4.4.4 Establishes lien waiver and affidavit standard forms (date based lien waiver).

4.4.5 Provides input to contractual language if contract negotiations require alternative approach to lien risk mitigation.

4.4.6 Establishes Retainage contractual terms to be used in all contracts / Purchase Orders that meet or exceed the threshold Retainage limits.

4.4.7 Provides input into contractual language if alternative Retainage amounts or mitigation approach is required for negotiated contracts / Purchase Orders.

4.5 Risk / Credit

4.5.1 Identifies economic and credit risks to the Contract Development Team.

4.5.2 Advises the Contract Development Team on preferred credit risk

mitigation methodology.

4.6 Finance / Accounting

- 4.6.1 Advises the Contract Development Team on proper accounting treatment of embedded derivatives, appropriate Project coding and other applicable issues.

4.7 Environmental / Safety & Health

- 4.7.1 Ensures compliance with Ameren and all applicable regulatory standards for occupational health, safety and environmental hazards.

4.8 Insurance

- 4.8.1 Ensures adequate and timely insurance placements for each Project phase and processes insurance claims for Projects with an Owner/Ameren controlled insurance program.
- 4.8.2 Establishes types and limitations of insurance for all non-standard Projects, including those involving asbestos or other hazardous materials; railroads; aircraft; significant demolition and any other unusual or increased Project risks.

4.9 Supply Services

- 4.9.1 Provides active membership/guidance to Contract Development Team.
- 4.9.2 Administers the Request for Information (RFI) and Request for Quote (RFQ) process.
- 4.9.3 Processes new requisitions and change orders resulting from contract amendments.
- 4.9.4 Identifies Purchase Orders requiring Waivers of Lien via a system flag.
- 4.9.5 Identifies Purchase Orders requiring Retainage and notifies to Accounts Payable and Construction Audit via a system flag.
- 4.9.6 Ensures contractual language and instructions to contractors/suppliers regarding Waivers of Lien and Retainage is included in agreements.

4.10 Construction Audit

- 4.10.1 Audits Projects requiring Waivers of Lien.
- 4.10.2 Reviews and verifies completeness of invoice documentation, including that that all lien waivers are submitted in compliance with Policy, the Contract Documents and Project requirements
- 4.10.3 Routes lien wavier documentation received on a quarterly basis from core suppliers to the Project Manager for review and approval.
- 4.10.4 Follows up with the Contractor to rectify all identified lien waiver documentation deficiencies.

4.11 Internal Audit

- 4.11.1 Perform audit procedures periodically to verify compliance with this procedure.

4.12 Project Manager or Designee

- 4.12.1 Documents, by retention of e-mail approval or other reasonable means of documentation, the participation and Contract approval of the Contract Development Team (including, without limitation, legal approval) or, if a Contract Development Team is not required to be formed, legal approval of changes to the pro-forma contracts.
- 4.12.2 Receives certificates of insurance from all contractors/suppliers prior to coming onsite.
- 4.12.3 Verifies insurance certificates, and the insurance reflected therein, complies with all contractual insurance requirements.
- 4.12.4 Monitors compliance with all contract provisions.
- 4.12.5 Works with contractors/suppliers to identify all sub-contractors performing work on the Project.
- 4.12.6 Maintains a current and comprehensive change order log.
- 4.12.7 Reviews invoices for completeness (including lien waiver and payment affidavits attachments) and accuracy.
- 4.12.8 Works with Construction Audit to follow up with the Contractor to rectify lien waiver deficiencies.
- 4.12.9 Quantifies work completed to date and makes accurate forecasts of costs to complete. Takes timely corrective action when adverse

cost trends occur.

- 4.12.10 Validates contractor/supplier work completion / quality and authorizes release of retained amounts.
- 4.12.11 Identifies unsatisfactory performance to Project Sponsor, Supply Services, Corporate Legal and other stakeholders as appropriate.
- 4.12.12 Tracks authorized work order, actual spend, and committed work order amounts to prevent spend from exceeding authorized thresholds.
- 4.12.13 Oversees work to ensure it is being performed in accordance with the contract, including safety and schedule requirements. Ensures that specific programs for Project planning, scheduling, cost control, quality control and safety are properly developed and administered.
- 4.12.14 Plans, organizes and staffs key positions.
- 4.12.15 Provides periodic updates to the Project Sponsor.
- 4.12.16 Manages Purchase Order closeout.
- 4.12.17 Tracks contractor/supplier performance/fulfillment
- 4.12.18 Provides timely input to the vendor performance system when made available by Supply Services.

5.0 Instructions

- 5.1 Contract Management Standard. This procedure outlines a management standard for roles, responsibilities and processes for Project-related contracts. The process activities leading to the development and administration of the contract are shown in Attachment A.
- 5.2 Contract Development Team. Concurrent with the initiation of a Project, a Contract Development Team must be formed for contracts or purchase orders with estimated total cost greater than or equal to \$5 million and extensions or renewals of existing contracts or purchase orders meeting this threshold, including pursuant to “Easy Buy” agreements.
- 5.3 A Contract Development Team is required for all requisitions for contract/purchase order changes that will increase the total value of the contract/purchase order to \$5 million or more if the original contract/purchase order was not reviewed by a Contract Development Team. If it is not practical to form a Contract Development Team at such time, a completed and approved

Policy Deviation Form (Attachment D to Procurement Procedure AMN-ADM-4004) is required.

- 5.4 Market Assessment. In developing a contracting strategy, the Contract Development Team should evaluate the Project's scope and determine the optimal contracting approach given marketplace conditions.
- 5.4.1 Assess the Supply Market. The Contract Development Team should review the supply market conditions and understand supply capacity and capabilities.
 - 5.4.2 Assess Project Requirements. The Contract Development Team should evaluate the project and resource requirements and identify potential Project risks.
- 5.5 Scoping. The Contract Development Team outlines the entire Project work scope to determine what will be executed in-house and what will be outsourced.
- 5.5.1 Develop Contract Scope and Parameters. The Contract Development Team develops scope and parameters regarding sourcing materials, equipment and services.
 - 5.5.1.1 Contracting Strategy. The Contract Development Team develops a key activity Project schedule for major work with milestones. The Contract Development Team will determine how work should be contracted. The process involves developing a Contract Responsibility Matrix as shown in the example in Attachment C.
 - 5.5.2 Contracting tactics are to be developed for each contract and should identify the type of contract, how risk will be apportioned and managed, the payment mechanism, how the contracts will be managed, and include a plan for tendering and award. See Attachment D for an example Contract Tactic Matrix.
 - 5.5.2.1 Standard Forms Contract. Standard form contracts or proforma templates will be utilized for all Project-related contracts with:
 - A. Total cost less than \$5 million and/or
 - B. Do not have potential facility outage impact and/or
 - C. Do not include significant incurred liability such as but not limited to environmental, safety and reputation.

Project Manager or Designee, at their discretion, may obtain Corporate Legal review for standard form and/or proforma agreements at any time.

Modifications to the standard form contracts or proforma agreements, including lien waiver forms, must be reviewed by Corporate Legal prior to execution.

5.5.2.2 Terms and Conditions. Corporate Legal should ensure that standard form and proforma contracts define, at a minimum, the following terms and conditions:

- A. Force Majeure and other delays
- B. Indemnification
- C. Choice of Law
- D. Limitation of Liability
- E. Adherence to applicable Laws, Rules, Regulations and Safety Standards
- F. Insurance
- G. Warranties
- H. Liquidated Damages (if applicable)
- I. Owner's Right to Terminate
- J. Dispute Resolutions
- K. General Conditions

5.5.2.3 Contract Controls. The following key contract controls should be built into the process:

- A. Communication – formal communication methods and timelines established between the contractor/supplier and the Project Manager or Designee.
- B. Roles and Responsibilities – roles and responsibilities of the contractor(s) and the Project Team defined by a Division of Responsibility (DOR) for the Project.
- C. Progress Measurement and Payment Evaluation – the mechanisms for reporting progress and translating such progress into the contractor's right payment. All

progress reporting mechanisms should include a formal plan for the Contract and agreed milestones which are incorporated into the Contract Documents.

- D. Change Control – the mechanisms for agreeing upon the cost/time consequences of Project changes.
- E. Audit Rights – the controls and authority defining right to audit.
- F. Sub-Contract Controls – contractors/suppliers are required to impose similar control procedures on their sub-contractors and suppliers.

5.5.2.4 Incentives/Rewards. A benefit evaluation is to be performed on incentive arrangements where such arrangements are proposed.

- A. Contract Development Team determines if incentives agreed with prime contractors should be extended to subcontractors or key employees.
- B. The proposed use of incentive schemes should be agreed and have the proper approvals before negotiation and inclusion in the Contract Documents. See example in Attachment D.

5.5.2.5 Waivers of Lien. Partial Waivers of Lien will be collected from all contractors, material and equipment suppliers and their respective first- and second-tier subcontractors on all construction, engineering or other real property improvement Projects as part of the payment process if:

A. Contractor/Supplier:

1. The Purchase Order issued by Ameren for the work to be performed by the contractor/supplier is greater than or equal to \$50,000 and
2. The invoice issued by the contractor to Ameren for work performed under the Purchase Order is greater than or equal to \$25,000.

B. First- and Second-tier subcontractors (as identified in the Contractor's or first-tier subcontractor's Affidavit for Progress Payment, respectively):

1. The total anticipated subcontract cost is greater than or equal to \$250,000 and
2. The “Amount Due This Invoice Period” set forth in the Contractor’s or first-tier subcontractor’s affidavit (as is appropriate) is greater than or equal to \$100,000.

The Project Manager or Designee must obtain a current list of subcontractors performing work under the contract from the contractor/supplier on the same basis as lien waivers are required to be obtained under the policy (i.e. monthly or quarterly). For partial lien waivers required to be collected monthly, the Project Manager or Designee must obtain an Affidavit for Progress Payment from the contractor/supplier, review the Affidavit for accuracy (including, without limitation, subcontractor listings) and supply the Affidavit to Construction Audit together with the invoice and lien waivers. Affidavits received directly by Construction Audit from contractors/suppliers that are permitted to submit lien waivers on a quarterly basis will be routed when received by Construction Audit to the Project Manager for review and approval. Contractor’s Affidavit for Progress Payment and Contractor’s Partial Waiver of Lien are shown in Attachment F and Attachment G, respectively.

Contractor’s Affidavit for Final Payment and Contractor’s Unconditional Final Waiver of Lien, must be collected for each Purchase Order for construction, engineering or other real property improvement Projects with a cost greater than or equal to \$50,000. If the foregoing threshold is met, a Subcontractor’s Final Waiver of Lien must all also be collected for all first- and second-tier subcontracts under such Purchase Order with a cost equal to or greater than \$250,000, regardless of invoice amounts. Contractor’s Affidavit for Final Payment, Contractor’s Unconditional Final Waiver of Lien, and First-Tier Subcontractor’s Final Waiver of Lien are shown in Attachment I, Attachment J, and Attachment K, respectively.

If Waivers of Lien are required pursuant to the above policy, each contractor must submit the documentation outlined in this procedure document with each qualifying invoice for the invoice to be considered for payment. Alternatives to the collection of Waivers of Lien, such as appropriate bonding, may be considered on a case-by-case basis if approved by Corporate Legal. All

modifications to the form Lien Waiver documents must be approved by Corporate Legal.

A further description and checklist of when Waivers of Lien are generally required is provided as Attachment L.

5.5.2.6 Retainage. It is Ameren's policy to use risk mitigation methods including, but not limited to, withholding 10% Retainage from contractors'/suppliers' payments, establishing bonding, letters of credit, guarantees or other credit enhancements, fees-at-risk, and progress payments. This applies to Projects meeting one or more of the following criteria:

- A. Contracts/Purchase Orders equal to or exceeding \$5 million, or
- B. Contracts / Purchase Orders equal to or exceeding \$1 million which may effect facility outage, or
- C. Contracts / Purchase Orders equal to or exceeding \$1 million which involve potential environmental liability

5.5.2.7 Contract Calendar. Contract Development Team develops a calendar of activities that outlines schedules for:

- A. Project deliverables and milestones
- B. Payment obligations
- C. Insurance coverage and transfers
- D. Commencement dates for warranties and guarantees

5.6 Pre-Quals. Contract Development Team is to select contractors/suppliers for bid inclusion who are capable of carrying out the scope of work, in accordance with the Procurement Procedure, AMN-ADM-4004. The detailed work is described below:

5.6.1 Create Final Bidders List. Contract Development Team is to identify the contractors/suppliers who should receive the bid package who, from Ameren's perspective, are capable of technically and commercially performing the Project.

5.6.2 Develop Evaluation Criteria. Contract Development Team is to develop evaluation criteria to assess potential bidders with respect to technical capability, capacity, experience, financial strength,

- prior or existing relationship and corporate leadership alignment.
- 5.7 RFI/RFQ. Contract Development Team is to prepare the RFI/RFQ documents to ensure that bid requirements meet Project need.
- 5.7.1 The RFI/RFQ should contain the technical as well as the commercial and legal contract terms and conditions, and a questionnaire to assess financial strength and technical capabilities.
 - 5.7.2 Manage Clarifications / Qualifications. Project Manager or Designee and Supply Services should assess the responses to questionnaires submitted by the bidders against the evaluation procedure established. Project Manager or Designee, Legal and Supply Services shall review and approve all proposed amendments to the Contract Documents.
- 5.8 Contract Development Team ensures that the proposal submitted by the bidder contains the information in a format and structure that enables transparent and objective evaluation.
- 5.8.1 Develop a Short-list of Bidders. Contract Development Team should select a short list of the bidders from the RFI/RFQ who, from Ameren's perspective, are capable of technically and commercially performing the Project.
 - 5.8.2 Technical, legal and commercial terms and conditions must be negotiated and finalized before initiating a Purchase Order for the specific scope of work covered therein.
 - 5.8.3 Assess the bid submitted by the bidders against the evaluation procedure established.
 - 5.8.4 After selection, the RFI/RFQ and negotiation documents should be used to finalize the Contract Documents, ensuring that all pre-award proposals, representations, clarifications, deviations, alternatives and revisions acceptable to Ameren have been properly incorporated into the Contract Documents.
 - 5.8.4.1 An executed Purchase Order/Contract is required before any work may be performed on a Project. Project Manager or Designee must ensure proper follow-up to obtain required documentation, such as Purchase Order acknowledgements, parent company guarantees, bank guarantees and signature authority verification, in a timely manner but not later than 30 days after Purchase Order issuance. Project Manager or Designee must ensure that

contractors / suppliers comply with contractual insurance requirements prior to entry on Ameren property.

5.8.4.2 All amendments to executed Contract Documents (including extensions and renewals) require the same review and approval process as the original Contract.

5.9 Administration. A control framework shall be established by the Contract Development Team to manage contract deliverables, deviations and changes. Both Ameren's and the contractor's Project Management shall be fully briefed on administration requirements.

5.9.1 In administering the Contract, Project Manager or Designee should establish risk mitigation plans. The authority of the Project Manager or Designee, including any limitations on such authority, should be established in writing to the contractor.

5.9.2 Hold Contract Workshop. Contract Development Team should hold a working session, with commercial and technical staff from Ameren and the contractor present. The following elements should be addressed during the workshop:

5.9.2.1 Definition of roles and responsibilities of individuals in the contract relationship. Of particular importance, is the definition of authority levels, for example, the approval of field changes

5.9.2.2 Definition of communication protocols, including claims procedures

5.9.2.3 Environmental / Safety & Health management framework

5.9.2.4 Tracking and approvals of deliverables

5.9.2.5 Definition and management of interfaces

5.9.2.6 Detailed invoicing/payment procedures

5.9.2.7 Management of changes to the contract

5.9.2.8 Performance assessment, possibly linked to incentive payments

5.9.3 Manage Contract Changes. All contract changes shall be recorded and stored in Oracle.

5.9.3.1 Project Manager or Designee must submit change order requests to Supply Services for processing when there is

a confirmed change in the forecasted cost or scope. The scope change threshold applies whenever there is a Material Scope Change affecting the project's purpose, functional objectives, accounting treatment or design requirements from those incorporated in the most recent approved revision of the contract or purchase order, even if there has been no change in the expected Project cost. The Project Manager is responsible for using reasonable judgment to assess whether a Material Scope Change has occurred.

5.9.3.2 Project Manager or Designee must seek proper signature authority to approve total cumulative cost of the base contract and any proposed amendments.

5.9.4 Coordinate Deliverables. Project Manager or Designee should use the calendar of activities as a control framework around the Contract Documents to effectively manage contract deliverables, including insurance claims:

5.9.5 Insurance Claims. Project Manager or Designee identify and pursue claim.

5.9.5.1 All claims should be documented in accordance with the Document Management Policy AMN-08-08. Project Manager or Designee should initiate a claim within 30 days of discovery if there is cause to believe that Ameren has an insurable loss, regardless of deductible.

5.9.5.2 Any proposal to settle a claim outside the terms of the contract should be forwarded to Legal and Supply Services. Legal should review all claims before they are finally accepted, settled or rejected.

5.10 Close-Out. Project Manager or Designee ensures that a Project is properly administered, formally closed out, and is manage with the Project checklist.

5.10.1 Manage Final Account. Project Manager or Designee must ensure that the following close-out activities are performed.

5.10.1.1 Finalize payments (base scope, variations, claims, Liquidated Damages (LD) and other liabilities).

5.10.1.2 Identify at what point the insurable risk changes from the Project (contractors' risk) insurance to operating insurance calendar.

- 5.10.1.3 Establish commencement dates for warranties and guarantees.
- 5.10.1.4 Obtain OEM manuals and warranty documents.
- 5.10.1.5 Obtain final Waivers of Lien.
- 5.10.1.6 Initiate Retainage settlements.
- 5.10.1.7 Close contracts/purchase orders.

5.10.2 Assess Contractor Performance. Project Manager or Designee should provide feedback regarding the performance of contractors/suppliers and subcontractors to capture lessons learned. This information must conform to Supply Services supplier performance system standard.

5.11 The Contract Development & Commercial Administrative Procedure is governed by the Contract Development & Commercial Administrative Policy, AMN-08-05. Any deviations from this policy must be approved, in writing, by the Chief Executive Officer of the Business Line and the General Counsel using the Audit Trail Approval Form in Attachment E.

6.0 Records

	Record Type	Responsible Group	Retainage		Location
			Period	Source	
6.1	Executed Contracts	Supply Services			
6.2	Contract Documents	Project Manager or Designee			
6.3	Change Orders	Project Manager or Designee			
6.4	Contract Changes/Amendments	Project Manager or Designee			
6.5	Insurance Claims	Project Manager or Designee			

7.0 References

AMN-08-05, Contract Development and Commercial Administration Policy

AMN-08-08, Document Management Policy

AMN-ADM-4004, Procurement Procedure

AMN-ADM-4011, CPOC Policy and Procedure Glossary

8.0 Attachments

Attachment A, Process Flowchart

Attachment B, Controls Matrix

Attachment C, Contract Responsibility Matrix Example

Attachment D, Contract Tactics Matrix Example

Attachment E, Audit Trail Approval Form

Attachment F, Contractor's Affidavit for Progress Payment [Time Based]

Attachment G, Contractor's Partial Waiver of Lien

Attachment H, Subcontractor's Partial Waiver of Lien

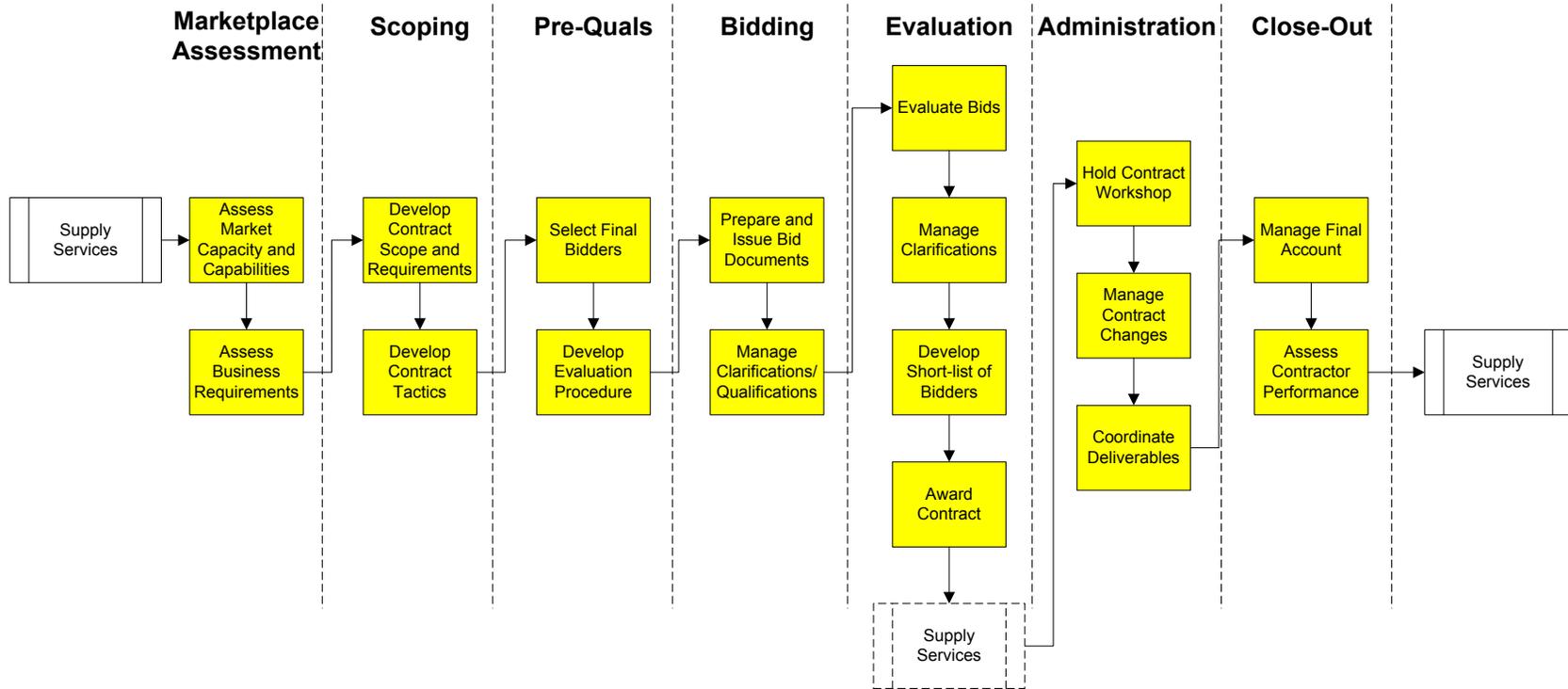
Attachment I, Contractor's Affidavit for Final Payment

Attachment J, Contractor's Unconditional Final Waiver of Lien

Attachment K, Subcontractor's Final Waiver of Lien

Attachment L, Waiver of Lien Collection Requirements Description and Chart

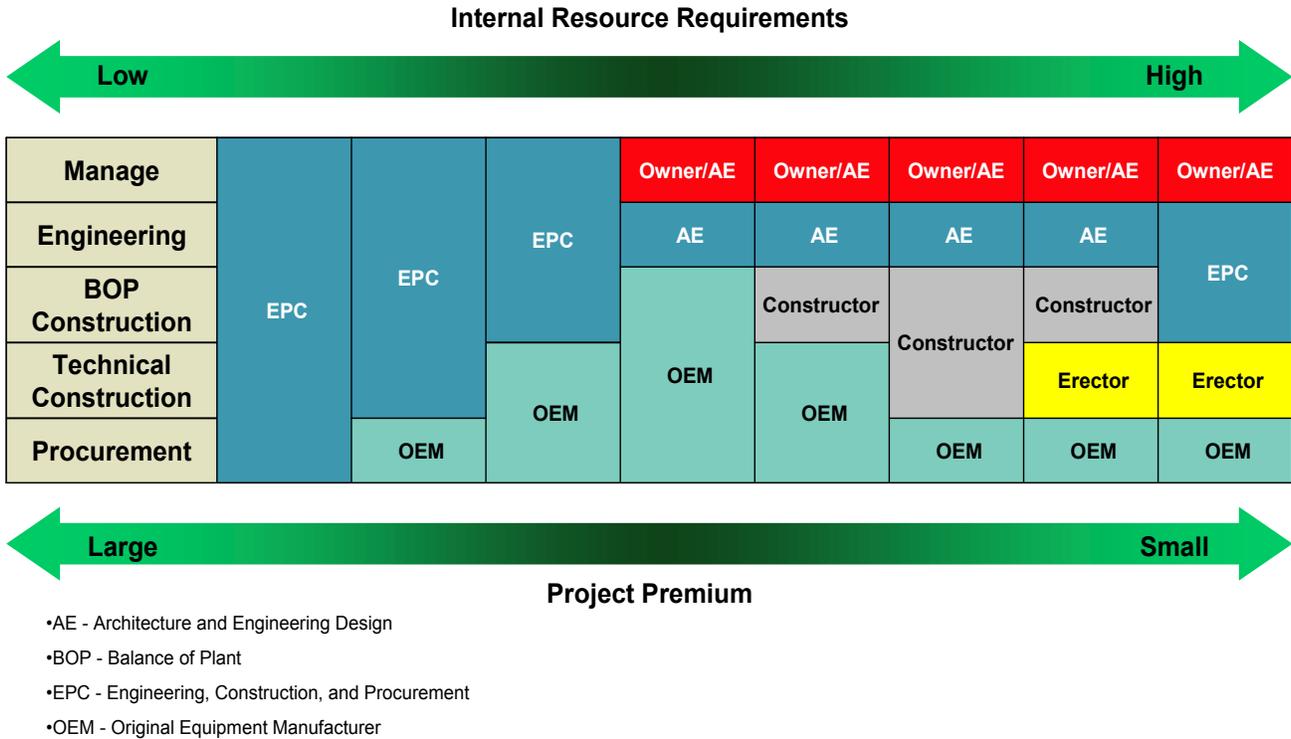
Attachment A, Process Flowchart



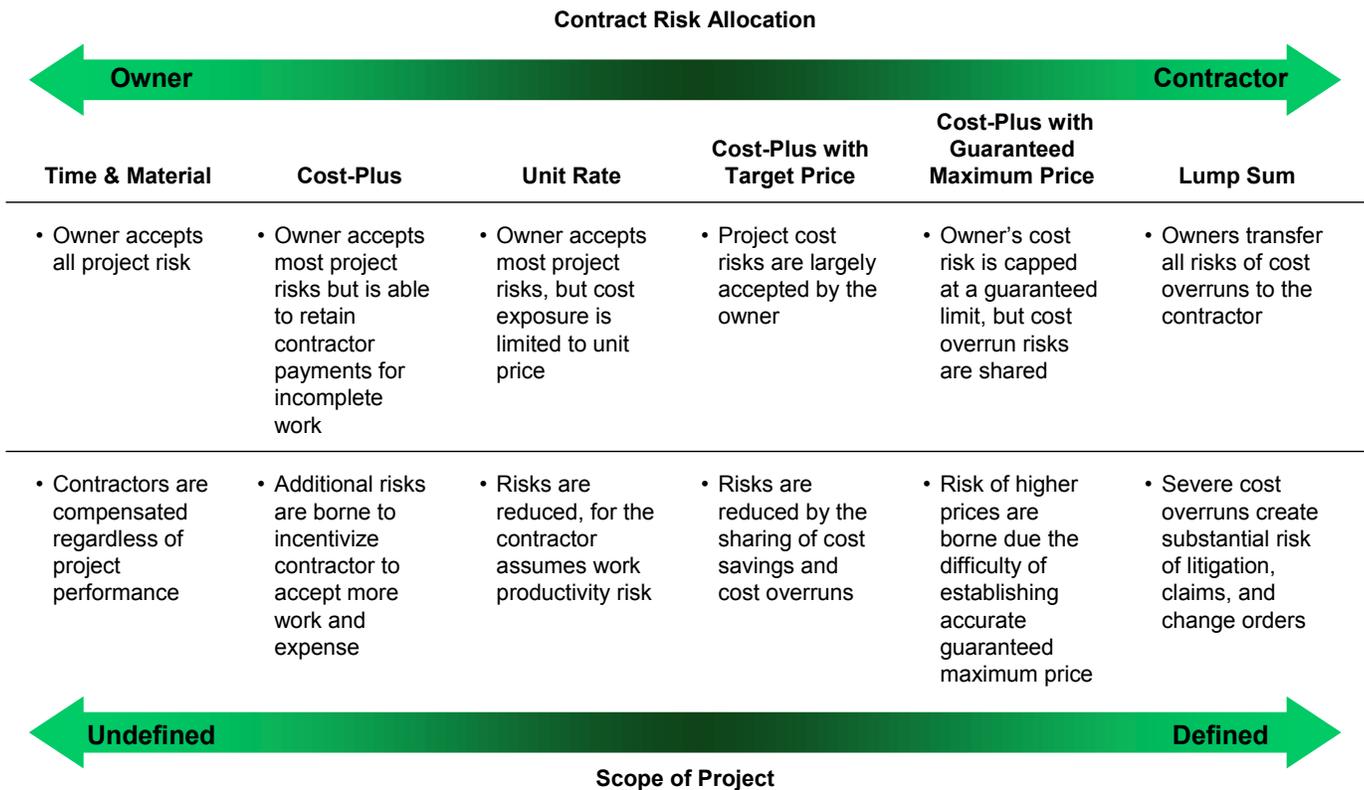
Attachment B, Controls Matrix

Process Number	Process	Sub-Process	Transaction Type (1)	Assertions (2)	What Could Go Wrong?	Control Number (3)	Controls	Key Control? (Yes/No)	Who Performs?*	Who Reviews?*	Frequency (4)	Segregation of Duties Issues (Yes/No)	Control Type (5)	System (See Sox Express for system list)
1	Contract	Development			Insufficient upfront involvement of legal, sourcing, tax, insurance/risk management, etc. to inform project of potential issues		Contract Development Team must be formed for Projects with estimated total cost greater than \$5 million	Yes	Project Manager	Supply Services & Legal	By Project	Yes	Prevent	
1	Contract	Development			Not in place for EPC contracts; No threshold to determine use of standard versus non-standard contracts		Standard form contracts or proforma templates will be utilized for all project-related contracts with 1) total cost less than \$5 million; and/or 2) that do not have potential facility outage impact; and/or 3) that do not include significant incurred liability such as but not limited to environmental, safety, asbestos, and reputation.	Yes	Project Manager	Corporate Legal	As Needed	No	Prevent	
1	Contract	Development			Limited system control tracking e.g. legal reviews conducted if documents provided		Institution of Blue Book review process	Yes	Project Manager	Corporate Legal	By Project	Yes	Prevent	
1	Contract	Administration			Changes in contracts and projects are not adequately recorded in systems tools		All Contract Documents, change orders, and contract amendments must be formally logged within the Ameren system of record	No	Project Manager	Supply Services & Legal	As Needed	Yes	Prevent	Oracle
1	Contract	Development			Insufficient recognition of supply / contracting lead times resulting in urgent work potentially impacting working quality and cost		Contract Development Team must be formed for Projects with estimated total cost greater than \$5 million	Yes	Project Manager	Supply Services & Legal	By Project	No	Prevent	
1	Contract	Development			Key personnel not aware of contract administration procedures		Hold contract workshop with company and contractor personnel	No	Project Manager		By Project	No	Prevent	
1	Contract	Development			Informal management of documents and records – no apparent centralized repository of documents		All Contract Documents, change orders, and contract amendments must be formally logged within the Ameren system of record	No	Project Manager	Supply Services & Legal	By Project	No	Prevent	Oracle
1	Contract	Administration			Contractor lien on Ameren equipment and property		Policy to collect waivers of lien from all Contractors, material suppliers and their respective subcontractors to the second tier on all construction-related projects as part of the payment process	Yes	Project Manager	Invoicing	Routine	No	Prevent	
1	Contract	Administration			Contractor refusal to complete project		Policy to withhold 10% Retention from Contractors' payments for projects	Yes	Project Manager	Invoicing	Routine	No	Prevent	
1	Contract	Administration			No means of tracking receipt of PO acknowledgements or post-award changes on PO acknowledgement		An executed contract is required before any work may be performed on a Project. Project Manager or Designee must ensure proper follow-up to obtain required documentation, such as purchase order acknowledgements	No	Project Manager	Supply Services & Legal	Routine	No	Detect	
1	Contract	Administration			Policy not adhered to		Any deviations from this policy must be approved, in writing, by the Chief Executive Officer of the Business Line and the General Counsel	No	Project Manager	CEO of Business Line and General Counsel	By Project	Yes	Prevent	

Attachment C, Contract Responsibility Matrix Example



Attachment D, Contract Tactics Matrix Example



Type	Fixed Price	Unit Rate	Time and Materials	Reimbursable
Scope Definition	Fully Defined	Activities Defined but Not Quantities	Resources Defined	Undefined
Advantages	Contractor productivity and completion incentivized Smaller client management team	Contractor productivity incentivized Flexibility to re-determine quantities	Flexible to client requirements Competitive rates can be established	Very flexible to client requirements Rapid deployment
Disadvantages	Longer lead time to place Expensive to change	Needs more intensive client management	No contractor incentive to optimize resource use	Expensive to manage No contractor incentives to optimize resources or productivity
Payment Method	Milestones, % progress measure applied to price, or single final payment	Periodic measured quantities, or re-measured contract value applied to progress %	Periodic measure of quantities recorded as consumed	Monthly payment supported by detailed schedules and invoice documentation

Attachment E, Audit Trail Approval Form

Audit Trail Approval Form

Contract Description: _____

Requisition Number: _____

Contractor / Supplier: _____

Approved / Reviewed: Re: Business Line
_____ Date: _____

Approved / Reviewed: Re: Corporate Legal
_____ Date: _____

Approved / Reviewed: Re: Supply Services
_____ Date: _____

Approved / Reviewed: Re: Other _____
_____ Date: _____

Contract Development and Commercial Administration Policy Deviation

Policy Deviation: _____

Approved / Reviewed: Re: Chief Executive Officer of the Business Line
_____ Date: _____

Approved / Reviewed: Re: General Counsel
_____ Date: _____

Contract Development and Commercial Administration Procedure

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.

Attachment G, Contractor’s Partial Waiver of Lien

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 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:

Attachment H, Subcontractor's Partial Waiver of Lien

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:

<u>SECOND-TIER SUBCONTRACTOR</u>	<u>LABOR/MATERIAL/ EQUIPMENT SUPPLIED</u>	<u>CONTRACT PRICE</u>	<u>AMOUNT PAID TO DATE</u>	<u>AMOUNT DUE THROUGH LAST DATE</u>

(Subcontractor)

By: _____

Title: _____

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

Notary Public

My Commission expires:

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

Attachment J, 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 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.

Dated: _____

(Contractor)

By: _____

Title: _____

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

Notary Public

My Commission expires:

Attachment K, Subcontractor’s Final Waiver of Lien

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, 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.

Contract Development and Commercial Administration Procedure

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: