



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 2012

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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:

Uses an appropriate contract delivery method (i.e., lump-sum, guaranteed maximum, design-build, etc.)

Uses an appropriate Project contract development team structure.

Addresses Project business risks.

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.
- 4.5.3 Performs initial and annual financial reviews of "Core Suppliers".

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.
- 4.9.7 Receives requests to add suppliers to "Core Suppliers" list. Requests review of supplier's financial status from Credit. Consults with Corporate Legal, Risk and other groups as appropriate to determine if request should be approved. Notifies

Construction Audit of additions to, and removals from, Core Supplier list. Monitors known negative financial or performance indicators of current Core Suppliers.

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. This shall include

the subcontractor column of the contractor payment affidavit and the subcontractor column of the subcontractor's lien waiver for proper inclusion of subcontractors.

- 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.

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.

Standard Forms Contract. Standard form contracts or proforma templates will be utilized for all Project-related contracts with:

Total cost less than \$5 million and/or

Do not have potential facility outage impact and/or

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.

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

Force Majeure and other delays

Indemnification

Choice of Law

Limitation of Liability

Adherence to applicable Laws, Rules, Regulations and Safety Standards

Insurance

Warranties

Liquidated Damages (if applicable)

Owner's Right to Terminate

Dispute Resolutions

General Conditions

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

Communication – formal communication methods and timelines established between the contractor/supplier and the Project Manager or Designee.

Roles and Responsibilities – roles and responsibilities of the contractor(s) and the Project Team defined by a Division of Responsibility (DOR) for the Project.

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.

Change Control – the mechanisms for agreeing upon the cost/time consequences of Project changes.

Audit Rights – the controls and authority defining right to audit.

Sub-Contract Controls – contractors/suppliers are required to impose similar control procedures on their sub-contractors and suppliers.

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

Contract Development Team determines if incentives agreed with prime contractors should be extended to subcontractors or key employees.

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.

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:

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.

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:

Contracts/Purchase Orders equal to or exceeding \$5 million, or

Contracts / Purchase Orders equal to or exceeding \$1 million which may affect facility outage, or

Contracts / Purchase Orders equal to or exceeding \$1 million which involve potential environmental liability

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

Project deliverables and milestones

Payment obligations

Insurance coverage and transfers

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.

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.

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:

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

Definition of communication protocols, including claims procedures

Environmental / Safety & Health management framework

Tracking and approvals of deliverables

Definition and management of interfaces

Detailed invoicing/payment procedures

Management of changes to the contract

Performance assessment, possibly linked to incentive payments

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

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.

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.

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.

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.

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

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

Establish commencement dates for warranties and guarantees.

Obtain OEM manuals and warranty documents.

Obtain final Waivers of Lien.

Initiate Retainage settlements.

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

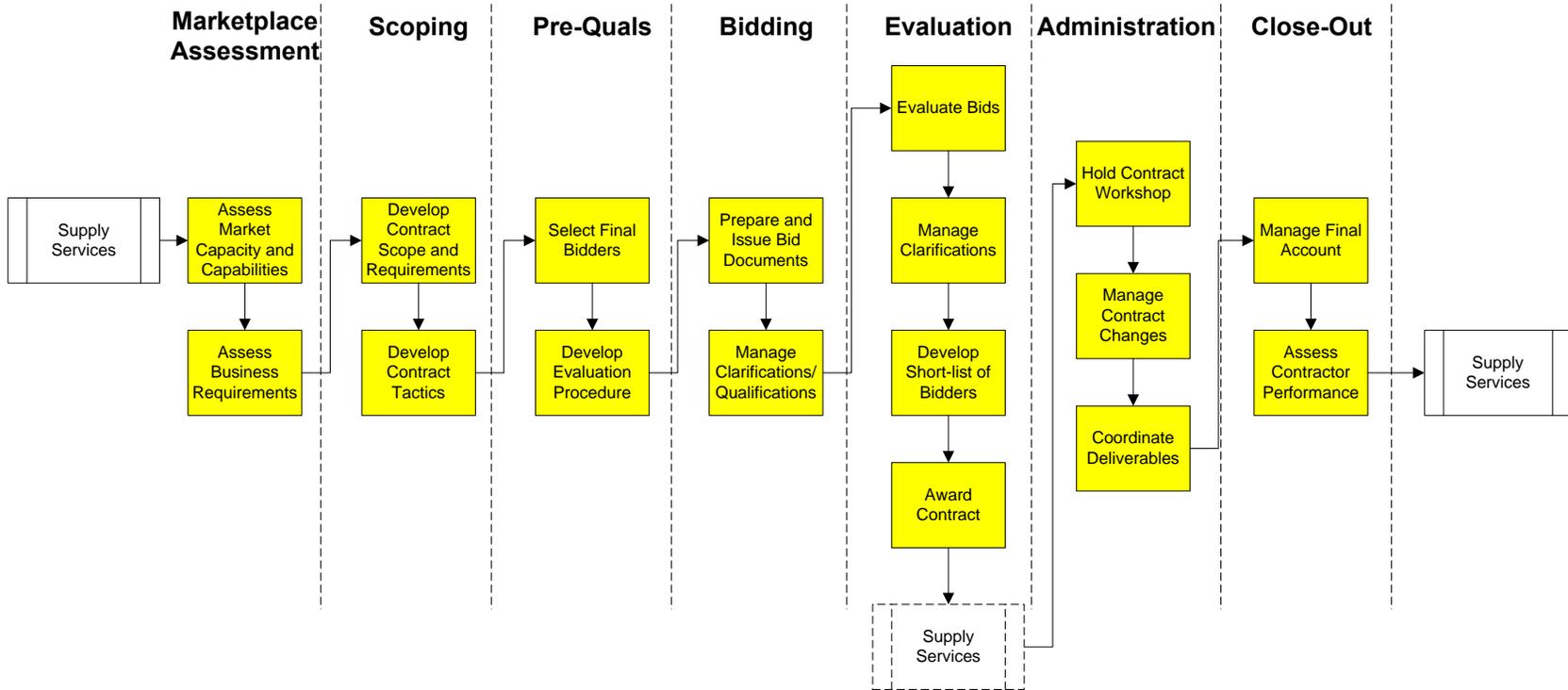
Attachment I, Contractor's Affidavit for Final Payment

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



Contract Development and Commercial Administration Procedure

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

Internal Resource Requirements



Manage	EPC	EPC	EPC	Owner/AE	Owner/AE	Owner/AE	Owner/AE	Owner/AE
Engineering				AE	AE	AE	AE	EPC
BOP Construction				Constructor	Constructor	Constructor		
Technical Construction				OEM	OEM	OEM	Erector	Erector
Procurement				OEM	OEM	OEM	OEM	OEM



Project Premium

- AE - Architecture and Engineering Design
- BOP - Balance of Plant
- EPC - Engineering, Construction, and Procurement
- OEM - Original Equipment Manufacturer

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: _____

_____, less contract retainage funds, if any, to be withheld by Owner of \$ _____, for a net payment due 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 pursuant to the above-referenced Purchase Order, except that this document does not waive Contractor’s lien rights for: (1) the retainage funds set forth in the first paragraph; (2) retainage funds previously withheld by Owner for the work; or (3) claims for extra work which have been submitted to Owner in a written Change Order or Notice of Change Order prior to the date hereof and in accordance with the contract between Owner and Contractor.

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 pursuant to the above-referenced Purchase Order.

(Contractor)

By: _____

Title: _____

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

Notary Public

My Commission expires:

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(1)</u>	<u>DESCRIPTION OF LABOR/MATERIAL/ EQUIPMENT SUPPLIED</u>	<u>SUBCONTRACT PRICE (OVER \$250,000)(2)</u>	<u>AMOUNT PAID PRIOR TO DATE OF THIS LIEN WAIVER</u>	<u>AMOUNT DUE THROUGH LAST DATE(OVER \$100,000 REQUIRES SUBCONTRACTOR LIEN WAIVER)(2)(3)</u>

(Subcontractor)

By: _____

Title: _____

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

Notary Public

My Commission expires:

If Subcontractor has no Second-Tier Subcontractors meeting the criteria set forth above, please indicate “None” in the table.

For Lump Sum or Fixed Priced contracts, Subcontractor may just indicate that the Contract Price is greater than \$250,000 and whether the “Amount Due Through Last Date” is less than or greater than \$100,000.

(3) The “Last Date” referred to in this document means the last date of the billing period for which Subcontractor is submitting this Affidavit. Subcontractor shall submit to Contractor a Subcontractor’s Partial Waiver of Lien for each listed Second-Tier Subcontractor, for the amount shown in this column through the Last Date, unless the Subcontractor has finished its work, in which case the Subcontractor shall provide a Subcontractor Final Waiver of Lien executed by such Second-Tier Subcontractor.

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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

- (1) If Contractor has no Subcontractors meeting the criteria set forth above, please indicate "None" in the table.
- (2) For Lump Sum or Fixed Priced contracts, Contractor may just indicate that the Contract Price is greater than \$250,000.

Attachment J, Contractor's Unconditional Final Waiver of Lien

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: \$ _____, ~~including withheld retainage~~, if any, of \$ _____.

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, alleging non-payment for labor and/or material supplied to or for the benefit of such Property pursuant to the above-referenced Purchase Order.

Contractor shall defend and indemnify the Owner, Owner's employees, and the Property against all liens, claims and lawsuits alleging non-payment by subcontractors or suppliers of Contractor of every tier for labor or materials provided to or for the benefit of the Property pursuant to the above-referenced Purchase Order.

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 _____)

10.0 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:



Procurement Plan Ameren Former MGP Program

Environmental Services Department
Ameren Services Company
1901 Chouteau Ave.
St. Louis, Missouri 63103

March 2, 2016
Revision 1

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Attachment

1.0	Example Bidder Evaluation Matrix
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Revision Table

Rev#	Description	Date	Prepared by	Reviewed	Sponsor Approval	
0	Initial Issue	1/2/2016				
1	Personnel / Contract revisions	3/2/2016				

Each box above to include initials of appropriate employee and date

1.0 Introduction

This Procurement Plan sets the procurement framework for the former Manufactured Gas Plant (MGP) Remediation Program and it will serve as a guide for managing procurement of site remediation services throughout the life of the program and will be updated as needs change. This plan identifies and defines the items to be procured, the types of contracts to be used in support of this program, the contract approval process, and the decision criteria.

2.0 Project Delivery Model

Ameren will be the Owner for projects within the MGP Remediation Program with a mixture of lump sum and unit rate contracts. Contracts will be established for Remediation Design and Site Remediation. For site remediation, the Remediation Contractor will act as the General Contractor in management of their direct subcontractors and any subcontractors/vendors that may be contracted directly to Ameren.

Ameren program and project management will be responsible for contract management, cost and scheduling monitoring, and audit services. A third-party Program Management Consultant (PMC) will aid Ameren in these efforts.

3.0 Real Estate

Property may be purchased at a fair market value under the terms of the Illinois Environmental Rider (rider) for remediation. Environmental Services meets with Real Estate on a monthly basis to coordinate property purchases and access agreement needs for site investigation and remediation. Real Estate provides estimates of fair market values and takes the lead during negotiations. Real Estate will either perform an internal Market Evaluation of properties that have sold in the area or have an appraisal performed by a third party entity to establish a fair market value.

Once a “No Further Remediation” (NFR) letter has been obtained for a site, Real Estate will post non-utility property for sale at a fair market value. Money received from properties purchased through the rider will be credited back to the rider. Money received from properties not purchased through the rider will be credited back to Ameren Illinois (AIC).

4.0 Remediation Design

Remediation design will require a remediation contractor/consultant to develop a Site Investigation Report (SIR), a Remediation Objective Report (ROR), and a Remedial Action Plan (RAP) in accordance with the Illinois Environmental Protection Agency (IEPA) Site Remediation Program (SRP) for each MGP site. Once Environmental Services has established the SIR, ROR and RAP meet the regulatory requirements, the Ameren Project Manager (PM) will submit the reports to the IEPA.

5.0 Remediation

Remediation may require multiple primary contractors who will contract directly with Ameren to perform the work at each site. Generally, each site will require the following primary contractors:

- Remediation Contractor (RC)
- Remediation Air Monitoring Contractor (RAMC)
- Tent Contractor

No primary contractor will serve in more than one role on a specific site.

The RC will perform the site remediation and collect the information to submit the Remediation Action Completion Report (RACR). The RC will manage the activities of additional subcontractors or suppliers approved by the Ameren Project Manager (PM). They will also be responsible for their own subcontractors such as excavation design, transportation, disposal, analytical lab and earth retaining system installation. The RAMC will perform site boundary monitoring to document any air emissions into the ambient air. The RAMC will notify the RC based on a predetermined plan when action must be taken to meet air emission goals. They will also be responsible for their own subcontractors, such as their analytical lab.

6.0 Procurement Management Approach

A Contract Development Team (CDT) has been formed to define and revise the contractor roles and responsibilities, develop contracts, bid procedures, bid specifications and contractor selection. The CDT members include:

- Dave Palmer Senior Project Manager, Environmental (Program Manager)
- Warren Mueller Manager, Environmental Assessments (Resource Manager)
- John Beck Director, Environmental Services (Program Sponsor)
- Don Richardson Consulting Engineer, Environmental (Project Manager)
- Brian Martin Consulting Environmental Scientist, Environmental (PM)
- Bud Chamblin Senior Environmental Scientist (Project Manager)
- Diane Saftic Consulting Engineer, Environmental (Project Manager)
- Mark Lawrence Strategic Sourcing Analyst, Strategic Sourcing
- Doug Sparr Manager, Generation Capital & Construction Sourcing
- David Meiners Senior Project Manager, Project Management Oversight
- Rich Phillips Director, Project Management Oversight
- Sylvania McDaniel Supplier Diversity Executive
- Jan Horgan Senior Corporate Counsel

The combined total for MGP contracts through 2024 is estimated at \$465.1 million (CPOC Authorized). No single vendor is anticipated to exceed \$100 million over a three year period.

7.0 Procurement Process

Work Orders

Each site has an approved Work Order for the estimated project cost per the Procurement Procedure (AMN-ADM-4004). A number of Purchase Orders (POs) are anticipated for each project work order. The following is a breakdown of POs that are anticipated for each project Work Order:

- Program Management Consultant - 1 PO for the program
- SIR
 - RC/Consultant
- ROR & RAP
 - RC/Consultant
- Remediation
 - Remediation Contractor
 - Remediation Air Monitoring Contractor
 - Tent Contract (for each project requiring a tent).

NOTE: The SIR, ROR and RAP are preferred to be combined into 1 PO. However, a number of projects have been broken into phases due to access restrictions.

8.0 Types of Contracts

Master Service Agreements

The CDT developed four year (2015-2018) Master Service Agreements (MSAs) for RCs, RAMCs, a PMC, tent contractor and analytical laboratories. The MSAs include key technical and commercial components (labor and equipment rates, documentation of a supplier's performance expectations, agreed upon terms and conditions, supplier diversity program details, etc.) that provide the framework for awarding projects. One vendor has been selected as the PMC, 7 vendors have been selected for the RC role, 5 vendors have been selected for the RAMC role, and 1 tent contractor.

At the time of proposal requests (RFPs), Ameren will inform contractors the form of contract (lump sum, target price, not to exceed time and material, etc.) that Ameren will want for the

requested work. Evaluation of RFPs will include cost, project schedule, assumptions and rationale and safety performance.

Purchase Orders

The outline below provides the basis for a PO (unless a policy deviation is approved by the CDT for work in progress):

1. MGP Remediation POs equal to or greater than \$1,000,000.
 - a. All POs will be competitively bid through Strategic Sourcing.
 - b. For work where multiple MSA vendors are available, RFPs will be sent to all appropriate MSA vendors.
 - c. The CDT will review and approve all PO bid selections greater than or equal to \$1,000,000.
 - d. Vendor selection justification for all services will be attached to all PO requisitions.
2. MGP Remediation POs greater than \$100,000 and less than \$1,000,000.
 - a. Work utilizing non-MSA vendors will be competitively bid through Strategic Sourcing under the procedures established above for POs greater than \$100,000 but less than \$1,000,000.
 - b. Work utilizing MSA vendors will utilize the “Easy Buy” alternative under the Procurement Procedure.
 - c. For work for which multiple MSA vendors are available, request for quotations (RFQ) or RFP will be sent to all appropriate MSA vendors by the Ameren PM. However, an MSA vendor may be selected without a bid request from multiple vendors for situations where their prior experience is deemed necessary and approved by the program sponsor or their designee.
 - d. The Ameren PM will send an e-mail to the CDT members providing vendor selection justification. The PM will allow one week for the CDT members to provide any comments prior to creating a requisition for management approval. If a member or members of the CDT object to the selection justification and the Ameren PM cannot resolve the issue, then the program sponsor or their designee will make the final decision whether to proceed with the requisition. A summary of the final decision will be provided to all the CDT members.
 - e. Vendor selection justification for all services will be attached to all PO requisitions.
3. MGP Remediation POs equal to or less than \$100,000.

- a. Requisitions may be submitted for management approval per company procurement procedures.
- b. If a scope change results in the authorized amount exceeding \$100,000, then the CDT member notification requirements above will be followed.
- c. Vendor selection justification for all services will be attached to all PO requisitions.

8.0 Contractor Evaluation

The majority of the work on this program is performed by a suite of remedial contractors selected at various phases of the work on individual sites. The qualifications of the selected team can have a great effect on scope, schedule and cost performance. Proper selection of contractors is a critical step that sets the tone for the quality of work performed on site.

Contractors will be evaluated on the basis of technical factors, cost factors and other factors. Key performance indicators will be developed by the CDT during the bid package preparation process and tailored to the specific technical requirements of the project..

The following key performance indicators will be considered in contractor evaluations at a minimum.

- Overall project cost based on unit prices and quantities provided in the bid form.
- Cost sensitivity to scope change, based on an evaluation of changes in cost if quantities differ from those in the bid form.
- Project understanding and approach.
- Schedule.
- Safety.
- Experience with similar work scope.
- Contractor team
- Personnel
- Innovative approaches and risk sharing.
- Other factors specific to the scope of work.

9.0 Contract Approval Process

Contract approval and purchase order approval will follow procedures established by the Procurement Procedure (AMN-ADM-4004).

10.0 Vendor Management

Once POs are in place, it will be the responsibility of the Ameren Project Manager to be the single point of contact for the appropriate vendor or contractor associated with the contract. The Program manager and PMC will support the PM as appropriate. However, if questions develop concerning the execution of the work as it applies to the terms and conditions of the contract, the MGP remediation program manager and Strategic Sourcing will be engaged to ensure the contract terms are strictly followed. Legal may also need to be involved as needed.

11.0 Performance Metrics for Procurement Activities

The MGP remediation program manager and project managers will work with the Project Management Oversight Group (PMOG) to establish specific vendor or contractor performance criteria.

Routine meetings will be established with the vendors to review work progress and to discuss any corrective actions that may need to take place in order to ensure good performance.

ATTACHMENT 1

Example Bidder Evaluation Matrix

Procurement Plan
Ameren Former MGP Program

**MGP Remediation Contractor RFQ
Scorecard - Final**

	WEIGHT	Supplier						
EXPERIENCE	25%	0%						
1. Safety ^a	10%	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2. Remediation ^b	15%	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COSTS	45%	#DIV/0!						
1. Discount	5%	0%	0%	0%	0%	0%	0%	0%
2. Markup	10%	Materials X% Equipment X% Subcontractors X% Union Labor X%						
Markup Percentage Score		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3. Total Rate (Score)	30%	#DIV/0!						
Total Rate		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Blended Labor Rate		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Blended Equipment Rate		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PERFORMANCE	20%	0.0%						
1. MSA Review	5%	0%	0%	0%	0%	0%	0%	0%
2. Qualifications ^c	15%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
DIVERSITY PLAN^d	10%	0%						
TOTAL WEIGHTED AVG.	100%	#DIV/0!						
Percentage from Top Score		#DIV/0!						

Score each bidder in each category by assigning a number from 1 to 10 (10 being the best) and relativize scores in each category to best score which is a 10.

^aSafety index (EMR) ≥ 1.0 = 0; 0.5 = 10

^bRemediation experience=4, MGP remediation experience=6, MGP remediation experience in Illinois=8, Ameren MGP remediation experience in Illinois=10

^cRank Resumes of Key Personnel with best with local base equal to 10

^dQuality of Supplier Diversity Plan

EMR	Score
0.5	10
0.51	9.8
0.52	9.6
0.53	9.4
0.54	9.2
0.55	9
0.56	8.8

Supplier	AMEREN CLASSIFICATION	#DIV/01											#DIV/01			
		CURRENT DAILY	CURRENT WEEKLY	CURRENT MONTHLY	2015 DAILY	2015 WEEKLY	2015 MONTHLY	2016 DAILY	2016 WEEKLY	2016 MONTHLY	2017 DAILY	2017 WEEKLY	2017 MONTHLY	2018 DAILY	2018 WEEKLY	2018 MONTHLY
	Longstick (240 Hitachi or equivalent)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Excavator (John Deere 350 or equivalent)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Wheel loader (John Deere 624 or equivalent)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Skid steer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Truck	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Pickup	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Bomag steel roller compactor or equivalent	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Supplier	AMEREN CLASSIFICATION	#DIV/01											#DIV/01			
		CURRENT DAILY	CURRENT WEEKLY	CURRENT MONTHLY	2015 DAILY	2015 WEEKLY	2015 MONTHLY	2016 DAILY	2016 WEEKLY	2016 MONTHLY	2017 DAILY	2017 WEEKLY	2017 MONTHLY	2018 DAILY	2018 WEEKLY	2018 MONTHLY
	Longstick (240 Hitachi or equivalent)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Excavator (John Deere 350 or equivalent)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Wheel loader (John Deere 624 or equivalent)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Skid steer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Truck	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Pickup	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Bomag steel roller compactor or equivalent	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Supplier	AMEREN CLASSIFICATION	#DIV/01											#DIV/01			
		CURRENT DAILY	CURRENT WEEKLY	CURRENT MONTHLY	2015 DAILY	2015 WEEKLY	2015 MONTHLY	2016 DAILY	2016 WEEKLY	2016 MONTHLY	2017 DAILY	2017 WEEKLY	2017 MONTHLY	2018 DAILY	2018 WEEKLY	2018 MONTHLY
	Longstick (240 Hitachi or equivalent)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Excavator (John Deere 350 or equivalent)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Wheel loader (John Deere 624 or equivalent)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Skid steer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Truck	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Pickup	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Bomag steel roller compactor or equivalent	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Supplier	AMEREN CLASSIFICATION	#DIV/01											#DIV/01			
		CURRENT DAILY	CURRENT WEEKLY	CURRENT MONTHLY	2015 DAILY	2015 WEEKLY	2015 MONTHLY	2016 DAILY	2016 WEEKLY	2016 MONTHLY	2017 DAILY	2017 WEEKLY	2017 MONTHLY	2018 DAILY	2018 WEEKLY	2018 MONTHLY
	Longstick (240 Hitachi or equivalent)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Excavator (John Deere 350 or equivalent)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Wheel loader (John Deere 624 or equivalent)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Skid steer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Truck	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Pickup	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Bomag steel roller compactor or equivalent	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

	REMEDATION										BLENDED RATE	
	AMEREN CLASSIFICATION	MGP JOB CLASSIFICATIONS	DEFINITIONS	Hours per year*	CURRENT RATE	2015	2016	2017	2018	IDENTIFY BY NAME THE EMPLOYEES		
Supplier	1%	PRINCIPAL	PROGRAM MANAGER	Senior level position that oversees MGP and/or remediation program.	50	1 hour per week	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	8%	MANAGER	PROJECT MANAGER	Senior and mid-level position that coordinates, develops and manages specific projects.	800	16 hours per week	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	4%	STAFF SCIENTIST	SENIOR (GEOLOGIST/ENGINEER/SCIENTIST)	Professional level position comprised of individual with a college degree in a scientific or technical area. Requires development of plans/task based on intellectual training. Generally has several years of work experience.	400	8 hours per week	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	4%	SCIENTIST	GEOLOGIST/ENGINEER/SCIENTIST	Professional level position comprised of individual with a college degree in a scientific or technical area. Requires development of plans/task based on intellectual training. Generally entry level or a few years of work experience.	400	8 hours per week	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	20%	TECHNICIAN	TECHNICIAN	Individual performing technical tasks that are routine or generally follow a developed plan/ instructions.	2,000	1 person on-site	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	20%	SUPERINTENDENT	SITE REMEDIATION MANAGER	Position requiring several years of experience with on-site remediation. The positions requires contracting with sub-contractors, coordination of remediation equipment, supervise remediation site personnel, scheduling and overall site remediation activities.	2,000	1 person on-site	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	41%	JOBSITE SAFETY MANAGER	SAFETY/ASSISTANT SITE MANAGER	Assist site remediation manger with their duties. Site safety monitoring.	4,000	2 people on-site; safety and assistant superintendent	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	2%	ADMINISTRATIVE ASSISTANT	ADMINISTRATIVE ASSISTANT	Clerical duties	200	4 hours per week	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100%					9,850							\$0.00

*250 work days per year; 8 hour days; 1 FTE=2,000 hours

	REMEDATION										BLENDED RATE	
	AMEREN CLASSIFICATION	MGP JOB CLASSIFICATIONS	DEFINITIONS	Hours per year*	CURRENT RATE	2015	2016	2017	2018	IDENTIFY BY NAME THE EMPLOYEES		
Supplier	1%	PRINCIPAL	PROGRAM MANAGER	Senior level position that oversees MGP and/or remediation program.	50	1 hour per week	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	8%	MANAGER	PROJECT MANAGER	Senior and mid-level position that coordinates, develops and manages specific projects.	800	16 hours per week	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	4%	STAFF SCIENTIST	SENIOR (GEOLOGIST/ENGINEER/SCIENTIST)	Professional level position comprised of individual with a college degree in a scientific or technical area. Requires development of plans/task based on intellectual training. Generally has several years of work experience.	400	8 hours per week	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	4%	SCIENTIST	GEOLOGIST/ENGINEER/SCIENTIST	Professional level position comprised of individual with a college degree in a scientific or technical area. Requires development of plans/task based on intellectual training. Generally entry level or a few years of work experience.	400	8 hours per week	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	20%	TECHNICIAN	TECHNICIAN	Individual performing technical tasks that are routine or generally follow a developed plan/ instructions.	2,000	1 person on-site	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	20%	SUPERINTENDENT	SITE REMEDIATION MANAGER	Position requiring several years of experience with on-site remediation. The positions requires contracting with sub-contractors, coordination of	2,000	1 person on-site	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	41%	JOBSITE SAFETY MANAGER	SAFETY/ASSISTANT SITE MANAGER	Assist site remediation manger with their duties. Site safety monitoring.	4,000	2 people on-site; safety and assistant superintendent	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	2%	ADMINISTRATIVE ASSISTANT	ADMINISTRATIVE ASSISTANT	Clerical duties	200	4 hours per week	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100%					9,850							\$0.00

*250 work days per year; 8 hour days; 1 FTE=2,000 hours

	AMEREN CLASSIFICATION	MGP JOB CLASSIFICATIONS	DEFINITIONS	REMEDATION		CURRENT RATE	2015	2016	2017	2018	IDENTIFY BY NAME THE EMPLOYEES	BLENDED RATE
				Hours per year*								
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	AMEREN CLASSIFICATION	MGP JOB CLASSIFICATIONS	DEFINITIONS	REMEDATION		CURRENT RATE	2015	2016	2017	2018	IDENTIFY BY NAME THE EMPLOYEES	BLENDED RATE
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		REMEDATION										BLENDED RATE
				Hours per year*	CURRENT RATE					2018	IDENTIFY BY NAME THE EMPLOYEES	BLENDED RATE
AMEREN CLASSIFICATION	MGP JOB CLASSIFICATIONS	DEFINITIONS			2015	2016	2017	2018				
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4%	STAFF SCIENTIST	SENIOR (GEOLOGIST/ENGINEER/SCIENTIST)	Professional level position comprised of individual with a college degree in a scientific or technical area. Requires development of plans/task based on intellectual training. Generally has several years of work experience.	400	8 hours per week	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
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S u p p l i e r	1%	PRINCIPAL	PROGRAM MANAGER	Senior level position that oversees MGP and/or remediation program.	50	1 hour per week	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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Ameren Illinois Company's
Response to ICC Staff Data Request
Docket 16-0088

Reconciliation of revenues collected under coal tar riders with prudent costs associated with coal tar cleanup expenditures for the 12-month period ending December 31, 2015.

ST 2.07

Provide the date when the MGP environmental cleanup purchasing and contracting procedures were most recently changed, identify each procedure that was changed, and explain why each change was made.

RESPONSE

Prepared By: Brian H. Martin, CHMM, PMP
Title: Consulting Environmental Scientist
Phone Number: 314-554-2233
Date: 4/7/2016

The Company adopted revised procurement and contracting procedures at various times as indicated in the written procedures. Please see the Company's response to data request ST 2.06 for copies of the revised procedures.

Ameren Illinois Company's
Response to ICC Staff Data Request
Docket 16-0088

Reconciliation of revenues collected under coal tar riders with prudent costs associated with coal tar cleanup expenditures for the 12-month period ending December 31, 2015.

ST 2.08

This request pertains to the general management evaluations, assessments, and/or reviews of the MGP environmental cleanup purchasing and contracting procedures.

- a) Provide the date of the three most recent general management evaluations, assessments, and/or reviews of MGP environmental cleanup purchasing and contracting procedures.
- b) Provide a copy of all reports and/or summaries of these general management evaluations, assessments, and/or reviews.
- c) List and explain any changes or modifications made to the purchasing and contracting decision-making process as a result of the these general management evaluations, assessments, and/or reviews.

RESPONSE

Prepared By: Brian H. Martin, CHMM, PMP
Title: Consulting Environmental Scientist
Phone Number: 314-554-2233
Date: 4/7/2016

- a) The Company's procedures are evaluated on an as-needed basis. The most recent modification of purchasing procedures occurred in October 2014.
- b) There are no reports or summaries of the general management evaluations, assessments and/or reviews.
- c) Purchasing and contracting procedures are modified based on management review of current practices to minimize cost and provide a more efficient bidding/contracting process.

Ameren Illinois Company's
Response to ICC Staff Data Request
Docket 16-0088

Reconciliation of revenues collected under coal tar riders with prudent costs associated with coal tar cleanup expenditures for the 12-month period ending December 31, 2015.

ST 2.09

Explain how purchasing and contracting decisions for MGP environmental cleanup costs were included in the corporate planning and budgeting process during the reconciliation period.

RESPONSE

Prepared By: Brian H. Martin, CHMM, PMP
Title: Consulting Environmental Scientist
Phone Number: 314 554 2233
Date: 4/7/2016

Purchasing and contracting decisions for MGP environmental cleanups are considered as a part of the site-specific information utilized in the forecasting process described in the Company's response to data request ST 2.05.

Ameren Illinois Company's
Response to ICC Staff Data Request
Docket 16-0088

Reconciliation of revenues collected under coal tar riders with prudent costs associated with coal tar cleanup expenditures for the 12-month period ending December 31, 2015.

ST 2.10

This request pertains to the Company's procedures for MGP environmental cleanup purchasing and contracting decisions.

- a) Identify the management level at which purchasing and contracting decisions for MGP environmental cleanup costs were made during the reconciliation period.
- b) If different procedures were applied at progressively higher cost amounts, describe in detail the procedures for each of the cost amounts.

RESPONSE

Prepared By: Brian H. Martin, CHMM, PMP
Title: Consulting Environmental Scientist
Phone Number: 314 554-2233
Date: 4/7/2016

All consultants used for site remedial investigations and other similar engineering work are performed under Professional Service Contracts. Environmental Services, Risk Management, Purchasing and Legal review these agreements before they are signed by a Company Officer. Each year, MGP expenditures are reviewed and approved for the next year utilizing Ameren's budget approval process. The President of Ameren Services; Vice President, Environmental Services; Director, Environmental Services; and Manager, Environmental Assessments are then authorized to expend these amounts within the Company's general guidelines shown below. The project manager is able to authorize consultants through Professional Service Agreements and with the approval of the person with the appropriate authorization amount listed below to perform the necessary site investigation, design work and other necessary work.

- a) Ameren has authorization limits for contracts as shown below:
 - Manager, Environmental Assessments - \$15,000
 - Director, Environmental Services - \$50,000
 - Vice President, Environmental Services - \$100,000
 - Sr. Vice President, Corporate Planning - \$5,000,000
 - President, Ameren Services - \$15,000,000
 - CEO, Ameren - unlimited
- b) See subpart a) above.

Ameren Illinois Company's
Response to ICC Staff Data Request
Docket 16-0088

Reconciliation of revenues collected under coal tar riders with prudent costs associated with coal tar cleanup expenditures for the 12-month period ending December 31, 2015.

ST 2.11

This request pertains to the Company's notification to potential suppliers of goods and services of the Company's intent to purchase or contract goods and services for the environmental cleanup of MGP sites.

- a) Identify all procedures used by the Company to ensure that every reasonable effort was made to notify all available suppliers of the goods and services required for the environmental cleanup of MGP sites before new purchases were made, or before new contracts were awarded to a supplier during the reconciliation period.
- b) Describe all related actions taken by the Company before any new purchases were made or before any new contracts were awarded during the reconciliation period.
- c) Describe the instances when only one supplier was notified, and explain how costs were thus minimized.
- d) Identify all instances when the lowest bid for goods and services required for the environmental cleanup of MGP sites was rejected, and explain the reasons for the rejection.

RESPONSE

Prepared By: Brian H. Martin, CHMM, PMP
Title: Consulting Environmental Scientist
Phone Number: 314 554-2233
Date: 4/7/2016

- a) During the 2015 reconciliation period, the Company solicited bids to provide MGP-related services. The Company awarded Master Service Agreements with seven vendors for future MGP work. The company intends to bid MGP environmental activities among these seven vendors. In 2015, the company received competitive bids for the Belleville and Kewanee MGP remediation Projects.

The Company also solicited competitive bids to provide project controls support for MGP activities. The company selected GEI, Inc. as a result of this bid process. GEI's tasks include monitoring project schedule, budget, documentation and field oversight, as needed. GEI also provides assistance with the preparation of bid specifications for MGP investigations and remediation projects.

- b) Please see response to subpart a) above.
- c) No such instances occurred during the 2015 Reconciliation Period.
- d) No such instances occurred during the 2015 Reconciliation Period.

Ameren Illinois Company's
Response to ICC Staff Data Request
Docket 16-0088

Reconciliation of revenues collected under coal tar riders with prudent costs associated with coal tar cleanup expenditures for the 12-month period ending December 31, 2015.

ST 2.12

Explain how the Company evaluated each contract renegotiation position that was proffered by a contracted supplier of the goods and services required for the environmental cleanup of MGP sites during the reconciliation period.

RESPONSE

Prepared By: Brian H. Martin, CHMM, PMP
Title: Consulting Environmental Scientist
Phone Number: 314 554 2233
Date: 4/7/2016

The Company evaluates each contract proposal with the goal of reducing costs and increasing efficiency whenever possible. If a cost increase is inevitable, the Company strives to keep the increase to a minimum. In 2015, the Company received competitive bids for MGP consulting and project controls services, as described in its response to data request ST 2.11, and entered in to Master Service Agreements with those companies that it believed provided the most cost-effective services.

Ameren Illinois Company's
Response to ICC Staff Data Request
Docket 16-0088

Reconciliation of revenues collected under coal tar riders with prudent costs associated with coal tar cleanup expenditures for the 12-month period ending December 31, 2015.

ST 2.13

Explain how the Company formulated each contract renegotiation position that it offered to a contracted supplier of the goods and services required for the environmental cleanup of MGP sites during the reconciliation period.

RESPONSE

Prepared By: Brian H. Martin, CHMM, PMP
Title: Consulting Environmental Scientist
Phone Number: 314-554-2233
Date: 4/7/2016

The Company's contract renegotiation positions for contractors were based on the Company's objectives as outlined in its response to data request ST 2.12, MGP experience and market conditions in the consulting industry. Competitive bids are used (as described in the Company's response to data requests ST 2.06 and ST 2.11) to ensure that the Company is paying the best possible rates. In addition, unsolicited proposals and qualifications packages are evaluated when possible to compare to the Company's current arrangements.

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ST 2.14

This request pertains to the Company's monitoring of MGP environmental cleanup purchases and contracts.

- a) Explain how the Company monitored MGP environmental cleanup purchases and contracts during the reconciliation period.
- b) Document all changes made as a result of these monitoring efforts.

RESPONSE

Prepared By: Brian H. Martin, CHMM, PMP
Title: Consulting Environmental Scientist
Phone Number: 314 554 2233
Date: 4/7/2016

- a) The Company has procedures in place as described in its response to data request ST 2.04 to ensure the quality of goods and services purchased. Furthermore, contracting procedures described in the Company's responses to data requests ST 2.06, ST 2.07 and ST 2.10, guide the management of environmental cleanup purchases and contracts. Company personnel and a project controls contractor monitor field activities to confirm that a project's contractual scope-of-work is completed. Company personnel are also present on-site for critical project milestones. After products or services are provided, the Company reviews detailed invoices from the providers before final approval.
- b) The Company has not made overall changes to its MGP management process as a result of its monitoring efforts.

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ST 2.15

Identify and explain any factors that limited the Company's available purchasing and contracting options for the goods and services required for the environmental cleanup of MGP sites during the reconciliation period.

RESPONSE

Prepared By: Brian H. Martin, CHMM, PMP
Title: Consulting Environmental Scientist
Phone Number: 314-554-2233
Date: 4/7/2016

There were no limitations on the Company's available purchasing and contracting options for the goods and services required for the environmental cleanup of MGP sites during the Reconciliation Period.

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Reconciliation of revenues collected under coal tar riders with prudent costs associated with coal tar cleanup expenditures for the 12-month period ending December 31, 2015.

ST 2.16

Identify and explain all efforts that the Company made during the reconciliation period to take advantage of favorable market conditions to renegotiate its contracts or to purchase from alternative market sources the goods and services required for the environmental cleanup of MGP sites. If no contract renegotiations were attempted, explain why not.

RESPONSE

Prepared By: Brian H. Martin, CHMM, PMP
Title: Consulting Environmental Scientist
Phone Number: 314-554-2233
Date: 4/7/2016

Please see the Company's responses to data requests ST 2.06, ST 2.09, ST 2.11, ST 2.12, and ST 2.18.

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ST 2.17

This request pertains to any occurrences when the Company made purchases or entered into contracts using criteria other than minimizing the cost of the environmental cleanup of MGP sites.

- a) List any occurrences during the reconciliation period when the Company made purchases or entered into contracts using criteria other than minimizing the cost of the environmental cleanup of MGP sites.
- b) For each occurrence, explain the circumstances, quantify the extra costs incurred, and explain what, if anything can be done to prevent extra costs of this type from being incurred in the future.
- c) Provide all documentation pertaining to each occurrence.

RESPONSE

Prepared By: Brian H. Martin, CHMM, PMP
Title: Consulting Environmental Scientist
Phone Number: 314-554-2233
Date: 4/7/2016

- a) The Company did not enter into any contracts in 2014 that were based on criteria other than minimizing the cost of the environmental cleanup of MGP sites.
- b) Not applicable.
- c) Not applicable.

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ST 2.18

This request pertains to the Company's procedures to minimize MGP environmental cleanup costs.

- a) Explain with specificity the procedures used by the Company to minimize MGP environmental cleanup costs.
- b) Give a detailed description of these procedures as they related to all purchasing and contracting decisions for MGP environmental cleanup costs made during the reconciliation period.

RESPONSE

Prepared By: Brian H. Martin, CHMM, PMP
Title: Consulting Environmental Scientist
Phone Number: 314-554-2233
Date: 4/7/2016

Please see the Company's responses to data requests ST 2.01 and ST 2.04. Additionally, the Company strives to minimize costs in several ways:

- a) Contractor rates are evaluated and rebid periodically. IEPA is consulted during project evaluations to identify acceptable remedial alternatives. Note that IEPA does not participate in cost decisions, but they determine the acceptability of the various remedial alternatives that will achieve the appropriate risk reduction. It is then left to the Company to choose the alternative that meets the risk reduction goal at the lowest cost.
- b) The Company is a member of several trade organizations such as the MGP Consortium and the Midwest Energy Association (MEA). These organizations provide information regarding new and innovative investigation methods and cleanup technologies, which reduce cost. These organizations also provide data and technical information that are used support our site-related decisions and receive approval from IEPA. This reduces the cost of site investigations.
- c) The Company is also a member of Edison Electric Institute, the Utility Solid Waste Activities Group and the Illinois Environmental Regulatory Group. These groups review and comment on federal and state regulations. Smaller committees of these organizations have been formed to specifically review regulations

relating to MGP sites. These groups have been successful in providing information to the federal and state regulators resulting in workable regulations.

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ST 2.19

This request pertains to the Company's after-the-fact evaluations of its purchasing and contracting decisions for MGP environmental cleanup costs.

- a) How often are after-the-fact evaluations conducted by the Company to review its purchasing and contracting decisions for MGP environmental cleanup costs?
- b) Provide a copy of all documents pertaining to these evaluations.
- c) Identify any decisions, recommendations, policy changes, and new procedures that have resulted from these evaluations.
- d) Provide the date when the three most recent after-the-fact evaluations were conducted and provide copies of those reports.
- e) List and explain any changes or modifications made to the purchasing and contracting decision-making process as a result of the after-the-fact evaluations.

RESPONSE

Prepared By: Brian H. Martin, CHMM, PMP
Title: Consulting Environmental Scientist
Phone Number: 314-554-2233
Date: 4/7/2016

- a) No specific after-the-fact evaluations are made of purchasing and contracting decisions. Any concerns associated with specific purchases or contracts are addressed immediately, as explained in the Company's response to data requests ST 2.04, ST 2.12, ST 2.13 and ST 2.22.
- b) Not applicable.
- c) Not applicable.
- d) Not applicable.

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Reconciliation of revenues collected under coal tar riders with prudent costs associated with coal tar cleanup expenditures for the 12-month period ending December 31, 2015.

ST 2.20

This request pertains to the Company's audits of its purchasing and contracting decisions for MGP environmental cleanup costs.

- a) How often are the MGP environmental cleanup purchasing and contracting functions audited by management using internal or external auditors?
- b) Provide the dates when the three most recent audits were conducted and provide copies of those audit reports.
- c) List and explain any changes or modifications made to the purchasing and contracting decision-making process as a result of these audits.

RESPONSE

Prepared By: Angela G. Sphar
Title: Supervisor, Regulatory Audit
Phone Number: 314-554-2889
Date: 4/7/2016

The Internal Audit department performed one audit of the project management process for MGP environmental cleanup costs during the reconciliation year.

- a) The annual internal audit plan is prepared using a risk based approach. As a result of the risk based approach, audits of MGP environmental cleanup costs are not scheduled for audit on a rotating cycle.
- b) See ST 2.20 Attach for a copy of the most recent internal audit report issued on January 21, 2016. The Company reviewed its records through 2008 and no other internal audits have been conducted in this timeframe.
- c) Opportunities were identified for the Project Management Team to further enhance its use of Ameren's project management practices. Management outlined three management action plans to be implemented in 2016. Please see ST 2.20 Attach for the details.



Manufactured Gas Plants (MGP) Remediation Program

Ameren Illinois Company
January 21, 2016



Environment:

- From the mid-1800s until the 1950s, manufactured gas plants (MGPs) heated oil and coal to produce gas used for lighting, heating, and cooking. MGPs were closed as construction of interstate pipelines made natural gas widely available. Ameren Illinois Company (AIC), with oversight from the Illinois Environmental Protection Agency (IEPA), has responsibility to remediate 44 MGP sites from its legacy companies, which contain soil impacted with gas manufacturing residues.
- A program management team (PMT) within Ameren's Environmental Services Department manages the MGP remediation program (the Program). The Program is required to prudently remediate the sites in accordance with environmental standards. Since 1986, the PMT has remediated 28 of the sites in accordance with IEPA's environmental standards. The PMT plans to remediate the 16 remaining MGP sites by 2025 with a forecast spend including contingency of \$282 million. AIC recovers costs associated with remediating former MGP sites under Rider EEA - Electric Environmental Adjustment (EEA) and Rider GEA - Gas Environmental Adjustment (GEA) for customers in Rate Zones I and III, and under Rider TAR - Recovery of Coal Tar Costs for gas customers in Rate Zone II.
- After the inception of the Program, Ameren established expectations around the use of project management tools for projects with forecasts of \$500,000 or more in its Schedule, Risk, Change, Cost, and Project Management Procedures (the Procedures). The Corporate Project Oversight Committee (CPOC) and Senior Leadership Project Oversight Committee (SLPOC) have established additional project management review and approval points for projects with forecasts over \$25 million (CPOC projects) and over \$5 million (SLPOC projects).
- The PMT reports program status monthly and provides an overall program update annually to the CPOC. As Ameren's project management expectations evolved, the CPOC requested that the Program start working towards meeting the expectations defined in the Procedures that are applicable to the MGP Program. While the PMT already had existing project management processes and controls in place, it had implemented some additional processes and controls in alignment with the Procedures, including a detailed program schedule and risk registers, among others. In response to the CPOC's request, the PMT drafted program plans of enhancements to its existing project management processes and controls. The PMT has not yet developed a final implementation plan with effective target dates for the remaining enhancements.

Scope:

We assessed the design and operating effectiveness of project management processes and controls in place over the MGP program during the period from October 7 through December 4, 2015 including:

- Schedule development and maintenance
- Risk register and contingency management
- Documenting, tracking and receiving approval for project changes
- Cost tracking and forecasting
- Contractor oversight roles and responsibilities

Although we did not assess the prudence of expenditures in this audit, we did not identify any imprudent expenditures.

We engaged KPMG, who provided subject matter expertise in our review of the above areas.

Conclusion:

While some processes and controls in each of the areas of schedule, risk, change, cost, and contractor management are in place, we identified opportunities to enhance the design and operating effectiveness of project management practices.

Project Management

There are opportunities for the PMT to further enhance its use of project management practices.

We reviewed processes and controls around schedule, risk, change, cost, and contractor management and discussed the project management practices with the PMT. The PMT has implemented some processes and controls in each of the areas of schedule, risk, change, cost, and contractor management and is in the process of identifying additional enhancements in alignment with the Procedures. The design and operating effectiveness of project management processes and controls could be further enhanced by clarifying and formalizing management expectations around practices for:

- Project schedule management
- Risk register reviews and contingency management
- Change management
- Tracking budgeted, actual and forecasted project costs
- Contractor oversight activities for MGP contractors
- Safety expectations for Ameren personnel, contractors and guests

Management Action Plans:

1. Environmental Services (ES) Leadership has made plans to enhance MGP Program leadership and oversight by transferring an individual into the role of a dedicated program manager to manage, support and further enhance PM processes and controls as applicable to the MGP program. Additionally, ES leadership will communicate high-level roles and responsibilities around these enhanced PM processes and controls.

Due Date: February 29, 2016

Accountability: John Beck, Director, Environmental Services
Rick Smith, Director, Environmental Strategy and Analysis

2. The PMT enhanced safety and security measures at active remediation sites by evaluating, developing and implementing measures to improve safety and security prior to completion of the audit. In addition, the PMT will assess current site safety and security controls for enhancements, implement a standardized approach for future remediation sites, and incorporate applicable safety and security measures into vendor contracts.

Due Date: June 30, 2016

Accountability: John Beck, Director, Environmental Services
Rick Smith, Director, Environmental Strategy and Analysis

3. Management will assess Program activities, use process improvement tools, and obtain Corporate Project Management Oversight Group input to identify, capture in a plan and implement project management enhancements for active and future remediation sites. Management will also establish project management review and approval touchpoints with the SLPOC for future remediation projects with forecasts over \$5 million.

Due Date: October 31, 2016

Accountability: John Beck, Director, Environmental Services
Rick Smith, Director, Environmental Strategy and Analysis

Distribution List:

Warner Baxter, Chairman, President and Chief Executive Officer
Marty Lyons, Executive Vice President and Chief Financial Officer*
Maureen Borkowski, President, Ameren Transmission Company*
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Michael Moehn, President, Ameren Missouri*
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Peggy Carter, Assistant Corporate Controller
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Rick Smith, Director, Environmental Strategy and Analysis
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*Member of Corporate Project Oversight Committee

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ST 2.21

Explain the procedures used to verify the quality of the items and services purchased or contracted for regarding the environmental cleanup of MGP sites.

RESPONSE

Prepared By: Brian H. Martin, CHMM, PMP
Title: Consulting Environmental Scientist
Phone Number: 314-554-2233
Date: 4/7/2016

In addition to the oversight measures described in the Company's response to data request ST 2.04, the Company also conducts inspections and audits of facilities, such as landfills, that may present a risk to the Company. These inspections and audits help to ensure that facilities can demonstrate appropriate quality by being in compliance with relevant environmental requirements. The Company also reviews documentation of volumes and amounts of materials purchased or disposed of in conjunction with vendor invoices. These companies may include:

- Recyclers
- Hazardous Waste Treatment, Storage, and Disposal Companies
- Sanitary and Hazardous Waste Landfills
- Laboratories
- Used Oil Brokers
- Scrap Metal Dealers
- Remediation Contractors and
- Waste Haulers

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ST 2.22

This request pertains to the policies and procedures for the quality control of items and services purchased or contracted for regarding the environmental cleanup of MGP sites.

- a) What are the Company's policies and procedures for dealing with items and services purchased or contracted for regarding the environmental cleanup of MGP sites that failed to meet quality and contract specifications?
- b) List each occurrence when items and services purchased or contracted for regarding the environmental cleanup of MGP sites failed to meet quality and contract specifications.
- c) Provide documentation of any related actions taken by the Company during the reconciliation period. If no documentation can be provided, explain why not.

RESPONSE

Prepared By: Brian H. Martin, CHMM, PMP
Title: Consulting Environmental Scientist
Phone Number: 314-554-2233
Date: 4/7/2016

- a) Items and services that do not meet the quality and contract specifications are rejected. No payment is made for rejected items or services. The oversight procedures as outlined in the Company's response to data request ST 2.04 serve as quality control.
- b) In 2015, no items or services were rejected based on quality or contract criteria.
- c) Not applicable.