

**CONTRACTOR'S
AFFIDAVIT AND CONDITIONAL PARTIAL LIEN WAIVER**

Ameren PO#:

Name of Contractor:

Contractor Invoice #:

Invoice Amount:

For work performed through (date):

The undersigned, _____, the _____ (title) of Contractor, which has provided labor, equipment and/or materials ("*Work*") for the improvement of property at the following location: _____ (the "*Property*") owned by _____

("Owner"), hereby represents and states as follows:

(1) Contractor has received payment of _____, prior to receipt of the progress payment now requested in the gross amount of _____ less contract retainage funds, if any, to be withheld by Owner of _____, for a net payment due of _____ ("*Current Payment*").

(2) Contractor has engaged the following subcontractors and suppliers to furnish Work under the Purchase Order ("*First-Tier Subcontractors*") at a subcontract amount of \$250,000 or greater:

FIRST-TIER SUBCONTRACTOR NAME (A)	DESCRIPTION OF LABOR/MATERIAL/EQUIPMENT SUPPLIED	SUBCONTRACT AMOUNT (B) (\$)	AMOUNT PAID PRIOR TO (B)(\$)	AMOUNT DUE THROUGH (B)(C)(\$)

☐ If Contractor has no First-Tier Subcontractors with a contract amount of \$250,000 or greater, state "None".
 ☐ For Lump Sum or Fixed Priced contracts, Contractor may just state that the Subcontract Amount is at least \$250,000 and whether the "Amount Due Through" is \$100,000.00 or greater, unless the Subcontractor has finished its Work, in which case Contractor shall submit a Subcontractor Unconditional Final Lien Waiver.

(3) This statement is a full, true and complete statement of all Work performed by Contractor under the Purchase Order through _____, other than Submitted Claims (as defined below), if any.

(4) Contractor has submitted the following claims to Owner for additional compensation (via a written Change Order Request (COR) or Proposed Change Order (PCO)) for Work performed through _____, which remained unpaid as of such date ("*Submitted Claims*"):

Submitted Claim COR/POR #	Date Submitted to Owner	Description of Claim	Amount (\$)

(5) Conditioned only, and effective immediately upon, its receipt of the Current Payment, Contractor hereby waives and releases, without reservation, all right to payment from Owner and all mechanics liens and other claims against the Property, in each case, for Work performed by it through _____ under the Purchase Order, except for any: (A) contract retainage funds withheld by Owner; and (B) Submitted Claims.

(6) Provided Owner is not in breach of its payment obligations to Contractor under the Purchase Order, Contractor shall defend and indemnify Owner and the Property against all liens and other claims of Contractor's subcontractors or suppliers of every tier, including all expenses, costs and attorney fees associated therewith, demanding payment for Work provided through _____ under the Purchase Order.

Dated

By:/s/

Title:

*Electronic signature; a physical signature is not required.