

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

Ameren PO#:

Name of Contractor:

Contract Price/Current PO Amount:

Contractor Invoice #:

Invoice Amount:

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 final payment now requested in the amount of \_\_\_\_\_ invoice amount less contract retainage funds, if any, to be withheld by Owner of \_\_\_\_\_, for a net payment due of \_\_\_\_\_ ("Final Payment").
- (2) The following entities have been engaged by Contractor to furnish Work for improvement of the Property ("First-Tier Subcontractors") under the Purchase Order at a subcontract amount of \$250,000 or greater:

FIRST-TIER SUBCONTRACTOR NAME (A)	DESCRIPTION OF LABOR/MATERIAL/ EQUIPMENT SUPPLIED	SUBCONTRACT AMOUNT (OVER \$250,000)(B) (\$)

(A) **If Contractor has no First-Tier Subcontractors with a subcontract amount equal to or greater than \$250,000, state "None".**

(B) For fixed priced contracts, Contractor may just state that the subcontract amount is \$250,000 or greater.

(3) The undersigned represents that: (i) Contractor has paid each of the foregoing First-tier Subcontractors the stated subcontract amount, (ii) Contractor has provided to Owner a fully-executed unconditional final lien waiver from each listed First-tier Subcontractor; and (iii) there is no payment due or to become due to any other subcontractor or supplier for Work provided to or through Contractor for the improvement of the Property under the Purchase Order, regardless of the subcontract amount.

(4) Conditioned only, and effective immediately upon, its receipt of: (i) the Final Payment and (ii) retainage withheld by Owner and due to Contractor, if any, Contractor hereby permanently waives and releases, without reservation, all right to payment from Owner and all mechanics liens and other claims against the Property, and any improvements thereon, in each case, for all Work provided by it pursuant to the Purchase Order.

(5) Contractor shall defend, indemnify and hold harmless Owner and the Property against all liens, lawsuits, or other claims for payment, including all expenses, costs and attorney fees associated therewith, for Work provided by or through Contractor, or by its subcontractors and suppliers of any tier, under the Purchase Order.

Dated:

By:/s/

Title:

\* Electronic signature; a physical signature is not required.