# EXHIBIT E – General Requirements
**Revised: 8/19/2026**

These General Requirements shall be incorporated into the subcontract. They do not limit the amount of work required by each trade subcontractor.

## 1. GENERAL

a. XL Construction is signatory to the Laborers', Carpenter's, and Cement Mason's Unions. Subcontractors are to provide Union labor for all work claimed by these trades. In trades that use labor in other classifications, non-union labor is acceptable, unless otherwise indicated by the biddings documents or other contract documents.

b. Provide all labor, materials, equipment, tools, layout, scaffolding, storage, hoisting, rigging, cartage, supplies, safety equipment, supervision, insurance, taxes, applicable bonds, overhead, profit and all other items necessary to perform the work.

c. Contract price includes all costs for escalation, labor and material price increases per project schedule. No escalation costs or other price increases will be accepted for the duration of the project.

d. Design / Build Subcontractors shall include costs of plan check and permits fees associated with the specific subcontractor's work.

e. If this project is pursuing LEED certification all subcontractors are required to perform their work in a manner consistent with the LEED Checklist and Specifications, including providing the documentation required to achieve LEED credits. Refer to the project documents for additional information.

## 2. SITE REQUIREMENTS

a. All subcontractors are to include all costs for daily cleanup, dumpsters and/or off haul of their debris associated with their work.

b. DAILY CLEAN-UP IS MANDATORY. Subcontractors shall participate in a recycling program for this project. Each subcontractor is responsible for separating and disposing of debris in the appropriate dumpster.

c. Subcontractor is prohibited from removing any materials, equipment, etc. from the project that may have salvage value unless specifically authorized by XL Construction in writing.

d. Subcontractor shall provide Encroachment Permits, Traffic Control Plans and fees for work in Public streets or sidewalks.

e. Subcontractor will be responsible for properly coordinating its scope of work with other trades and XL Construction. Any items missed during coordination shall be corrected at the subcontractor's expense.

f. Subcontractor is responsible for protecting existing structure and property, personnel and the work of other contractors in carrying out this scope of work.

g. All works in progress and completed shall be protected by the subcontractor from damage by other trades during construction. This subcontractor shall reinstate any damage caused by failure to protect as required.

h. Where the subcontractor is to provide the Contractor with penetration information, such information shall be issued in sufficient time to enable holes, ducts, chases, etc., to be formed or built as the works proceed.

i. Include all chipping, coring, drilling, and saw cutting as necessary for a complete and proper installation.

j. Subcontractor is responsible for all costs associated with locating existing utilities, whether in concrete slabs and/or below grade, including interior and exterior, etc. All existing utilities shall be located and marked prior to saw cutting, coring, excavating, etc. Subcontractor shall perform the work in such a manner as to avoid damaging any lines, cables, pipes, pipelines, etc.

k. Task lighting is the responsibility of subcontractor requiring it.

l. Power for equipment with higher voltage or wattage, such as welding, beyond the normal temporary power being provided by XL, is the responsibility of subcontractor requiring it.

m. Subcontractor shall provide all fans, air scrubbers, etc. as required to maintain air quality levels caused by welding or such activities.

n. Subcontractor shall provide all labor, materials and equipment for minimizing dust migration for all dust creating activities.

o. Subcontractor shall provide all sound attenuation or insulation requirements for its work shown or specified, including existing conditions.

p. All Subcontractors are responsible for sealing all their penetrations, including existing penetrations if applicable, in fire rated assemblies with submitted and approved UL Listed Assemblies. Refer to the contract documents for additional information.

q. Subcontractor is responsible for providing all supports required for their work, including anchors, miscellaneous iron, bracing, etc., as required for a complete and code compliant system. If calculations are required, subcontractor must use a licensed structural engineer, registered in the State of California, to perform the calculations required.

r. Subcontractor is responsible for removing all layout on floor and walls prior to installation of finishes. Use of paint, sharpies, or other types of markers that may bleed through the flooring or other finishes is not allowed. Verify products with XL prior to use.

s. Subcontractor shall submit daily a "Subcontractor's Daily Report" on General Contractor's form at the end of shift every

day indicating the number of personnel working on the project site, their specific craft and classification, hours worked, equipment used, work activity and any significant event(s).

## 3. PROJECT SCHEDULE

a. Time is of the essence of this project. Subcontractor shall maintain proper manpower loading and all necessary equipment move-in's to maintain the project schedule as issued by XL. Subcontractor agrees to the dates for the schedule and meet any specific milestones and duration noted for your trade. Subcontractor includes out of sequence and comeback work when work of other trades is required prior to and/or affects the work of this trade.

b. Subcontractor's price and schedule commitments warrant that it has accounted for all labor impacts, supply chain and transport delays, manufacturing delays, labor shortages, cost escalation/inflation, and all other labor and supply impacts relating to its Work that are known or should have been known by Subcontractor pursuant to a diligent analysis of market and industry conditions and trends. Subcontractor also understands and agrees that it shall have no entitlement to any adjustment of the Subcontract terms and conditions due to known impacts, unless Subcontractor can demonstrate entitlement based on material change in conditions that occurs after the Subcontract Date.

## 4. MATERIAL HANDLING

a. Use of scissor lifts in the buildings will be at the discretion of XL Construction. Any subcontractor proposing to use lifts will need to provide loads for the engineer's review.

Rental lifts and Material Handling Equipment: To promote operational efficiency, enhance site safety, and streamline logistics across all project locations, XL Construction will require all subcontractors to procure aerial lifts and material-handling equipment exclusively through Arrow Rental and Supply. This requirement applies to scissor lifts, boom lifts (man lifts), forklifts, telehandlers, and any similar equipment needed for project execution.

Arrow Rental and Supply has been selected as the preferred provider based on its proximity to project sites, familiarity with XL's site protocols, and demonstrated ability to coordinate deliveries in alignment with construction schedules. The current schedule of rental rates, together with the applicable purchase order, is included as Exhibit L – "Arrow External Rental Rates" and will serve as the basis for all equipment pricing.

b. Parking for field crews to be coordinated with XL Construction.

c. Space may be limited; therefore, laydown areas for equipment and material will have to be closely coordinated with XL Construction. Just in time deliveries may be utilized to avoid congesting the site. All deliveries are to be coordinated and approved with XL Construction a minimum of 48 hours in advance.

d. Subcontractor shall receive, unload and handle all materials and equipment required for the performance of this Work including equipment furnished by others. Subcontractor shall provide competent flagmen for any traffic control required for this Work (both vehicular and pedestrian) to direct traffic.

## 5. TESTING AND INSPECTIONS

a. Subcontractor will provide labor, material, equipment, etc. and means of access to perform code required inspections. Include all necessary costs to cover this process. Subcontractor will be required to submit a Request for Inspection Form to XL in advance of each inspection and/or test (notification time will be determined by XL Superintendent). If a subcontractor's work does not pass inspection and/or testing, that subcontractor will be responsible to pay all applicable re-inspection fees and/or retesting fees. Subcontractor foreman (or field lead) will, at the discretion of the XL Superintendent, be required to attend inspections.

b. To avoid damaging ceiling tiles the Subcontractor requiring access to the interstitial space for testing and or inspections is responsible for installing color-coded flags to identify areas where ceiling tiles are to be left out. The flag must hang below the ceiling grid. Upon completion of all testing and balancing the Subcontractor shall remove the flags to allow for the Ceiling Subcontractor to complete the installation of the ceiling tiles.

c. Subcontractor is responsible for removing and replacing ceiling tiles where access is needed for their work, inspections, investigations, demo, etc.

d. Subcontractors must pre-test their systems in the presence of XL Superintendent prior to inspection by City or County inspectors.

e. Costs associated with failed inspections will be the subcontractor's responsibility requesting the inspection.

## 6. PROJECT ADMINISTRATION

a. Subcontractor meetings: During construction, all on-site subcontractor foremen will be required to participate in weekly subcontractor coordination meetings with XL Construction and the other trades on site.

b. Submittals

i. Within 5 days of the Notice to Proceed (NTP), provide a shop drawing/submittal log and schedule of submittals.

ii. All submittals must be submitted no more than 15 days after contract award, or per XL's submittal schedule.

iii. No material or equipment shall be ordered without an approved submittal unless written direction is issued by XL's project manager.

iv. Comply with project specifications, and provide the following submittals, as required:

I. All engineering calculations

II. Coordination drawings

III. Shop Drawings

IV. Information sheets on new materials, fixtures, equipment, controls, and devices

v. Submit all submittals electronically using Autodesk Forma Build, a web-based file sharing system.

I. If not electronic, Subcontractor is required to submit the required number of hardcopies and samples.

vi. Provide mock-ups as required by XL Construction and listed in the specifications or the specific instructions.

vii. Comply with specifications and requirements set forth by the Designer / Owner for submission of alternates.

viii. Provide a Weekly Status Report regarding procurement status, fabrication, etc. of items required for this Work.

ix. Operations and Maintenance manuals are to be submitted with project submittals or upon release of equipment into fabrication.

c. Requests for Information

i. RFI's must be submitted in Autodesk Forma Build to XL Construction within one business day of discovering an issue.

ii. Untimely submission of RFI's will exclude Subcontractors' right to seek additional time. Subcontractors should plan their work accordingly to avoid impacting the project schedule with late discovery.

iii. All RFI's must be accompanied with photos and/or sketches illustrating the issue along with a proposed solution. RFI's issued to XL Construction that are illegible and unclear will be rejected.

d. Closeout and Completion

i. All materials, parts, equipment, workmanship and modifications made shall be warranted for a minimum of one year from the date of acceptance of work, which is the "Certificate of Occupancy" as issued by the City Inspector. If the project specification warranty period is longer than one year, subcontractor shall comply with the project specifications. All defective items that surface during the warranty period shall be rectified at no cost to the XL or the Owner. A written warranty certificate shall be submitted prior to final payment. All equipment manufacturer warrantees shall be submitted with subcontractor warranty.

ii. Final as-built drawings are required and shall be submitted to XL Construction no later than ten days after project completion. Unless otherwise noted by the project team, three (3) sets of as-builts are required in addition to two (2) electronic copies. In addition, Subcontractors shall update as-builts monthly. Progress payments will be withheld if as-builts are not up to date at time of billings.

## 7. CHANGE ORDER MANAGEMENT

a. Mandatory Use of Clearstory

i. Subcontractor shall utilize the Clearstory platform as the exclusive system for submitting and managing all Time and Material ("T&M") Tags and Change Order Requests ("CORs") associated with the Project. Any T&M Tags, CORs, or related documentation not submitted through Clearstory shall not be reviewed, processed, or considered for payment or approval.

ii. Platform Origination and Access Control. Any invites or submissions originating from non-XL Construction generated Clearstory projects will not be accepted or considered. All Clearstory projects must be generated and administered by XL Construction.

b. Access, Cost, and Support

i. Clearstory is provided at no cost to the Subcontractor. Upon issuance of the Subcontract, Subcontractor will be granted access to the Clearstory platform. Subcontractor is responsible for ensuring its personnel are properly onboarded and actively using the system. Training, onboarding assistance, and ongoing technical support will be provided at no cost upon request.

c. Time and Material (T&M) Tag Requirements

i. Subcontractor shall submit all T&M Tags on a daily basis through Clearstory. Failure to submit T&M Tags daily may result in rejection or refusal of signature by Contractor.

ii. Each T&M Tag must include, at a minimum:

I. A reference to the associated PCO number provided by XL Construction

II. A clear and detailed description of the work performed

III. The specific location of the work within the Project

IV. Labor hours worked, including identification of labor classification, consistent with the labor rates defined in the Subcontract

V. Supporting documentation, including photographs when necessary to substantiate the scope of work performed

iii. Incomplete or inaccurate T&M Tags may be rejected at Contractor's sole discretion.

d. Change Order Request (COR) Submission Requirements

i. All CORs must be submitted through Clearstory in accordance with the deadline specified in the formal Change Notification ("CN") issued to Subcontractor via the platform. Any COR submitted after the stated deadline shall not be reviewed or considered.

ii. For any changes not initiated by Contractor (unsolicited changes), Subcontractor must submit the associated COR within thirty (30) calendar days from the date the work was performed. Failure to meet this requirement shall result in automatic rejection of the COR.

e. Compliance
   i. Strict adherence to the Clearstory requirements outlined herein is a material condition of this Subcontract. Failure to comply may result in rejection of submissions, delays in processing, or forfeiture of entitlement to additional compensation.

**8. BILLING PROCEDURE**

a. Payment Terms
   i. Upon approval of your monthly invoice as outlined in the contract documents, Exhibit B 1.2, payment will be made to Subcontractor within 7 days after XL Construction receives payment from the Owner.

b. Progress Billings
   i. Each month you perform work:
      I. Complete an XL Subcontractor Invoice Form.
      II. When submitting your invoice for payment, also submit a Schedule of Values.
      III. Complete and attach the Release Form with the "Conditional Waiver and Release Upon Progress Payment" side completed for the net amount of the billing (As it appears on line E).

c. Releases for Your Suppliers and Subcontractors
   i. Before your check is released, we must receive an Unconditional Lien Release from all of your suppliers/subcontractors through the prior billing period; OR
   ii. Unconditional Final Lien Release, if they have been paid in full; OR
   iii. If the amount owed to your suppliers/subcontractors approaches the remaining unpaid balance of your Subcontract, then XL may require Unconditional Progress Lien Release through the current month; OR
   iv. If you cannot pre-pay your suppliers/subcontractors, or if XL has not received a satisfactory prequalification, XL may issue joint checks.

d. Retention Billing
   i. Complete the XL Subcontractor Invoice form after you are 100% complete and have billed 100% less retention.
   ii. Line D ("Less Retention %") should be $0.
   iii. The net amount (line E) should be the total retention held on the project.
   iv. Attach the invoice form with the "Conditional Waiver and Release Upon Final Payment" completed for the net amount of the billing (As it appears on line E).
   v. Before your final payment is released, we must have received Unconditional Final Lien Releases from all of your suppliers/subcontractors.

e. Submission of Invoice and Supporting Documents
   i. All invoices must be submitted on an XL Subcontractor Invoice Form. Type invoice information; handwritten invoices will not be processed. A Microsoft Excel version of the XL Subcontractor Invoice Form is available for download at: www.xlconstruction.com/trade partner/
   ii. Deliver your invoice on or before the 20th of the month via email to: AP@xlconstruction.com
   iii. Invoices delivered via USPS will not be processed.

f. Billing Inquiries
   i. For payment status, please visit the XL Subcontractor Center: www.xlconstruction.com/paymentschedule.html
   ii. PLEASE NOTE: If your invoice does not meet the above requirements, your billing and payment may be delayed. XL will not delay its own billing in order to wait for correct invoices and releases.

**9. BIM / MODELING:**

a. This project may incorporate BIM Modeling to coordinate and prevent system clashes. Refer to the Project's BIM Execution Plan, for more detail.

**10. SAFETY**

a. Include all safety equipment and provisions to complete the work in a safe and proper manner. As a minimum, Subcontractors shall comply with all Federal, State and Local Regulatory requirements pertaining to Employee Health and Safety and Industrial Welfare Commission requirements. In situations where XL Construction Corporation and/or its client deem more stringent requirements for employee health and safety are necessary, such requirements shall supersede statutory minimum requirements. In addition, each subcontractor shall adhere to the Health, Safety and Environmental requirements of XL Construction's Subcontractor Safety Program (SSP).

b. Subcontractors/Vendors with Crews 25 and Larger: shall employ an onsite, full-time, non-productive, dedicated Safety Coordinator dedicated solely to this project. This person may not hold duties other than safety. This person shall be an active team member within the overall safety staff team and shall look out for all trades and general site safety, but in particular manage safety within their crews and ensure compliance. Qualifications: minimum 5 years within the trades, minimum OSHA 30 (within last 2 years) or greater, and minimum 1-year experience in safety-related activities. This requirement is based on the aggregate total subcontractor crew size for this project, encompassing all buildings, site, etc.

c. XL has implemented a ZERO TOLERANCE program on all XL Construction projects. Craftsman may be removed from

the project after a single serious safety violation. In addition, XL may stop the subcontractor's work after any recordable injury and conduct a senior level management review meeting with the subcontractor's executive in charge of the project. Determination of a serious safety violation is at the discretion of the project superintendent.

d. All Subcontractor personnel will be required to be a part of the Clicksafety program. This is an online safety training and test that is to be taken by each person that will be working onsite. The subcontractor is to pay $115 per person directly to Clicksafety for this service. The online training and test will take approximately, 45 minutes and once completed is good for each employee, for one year, at any XL construction jobsite. We encourage the training and test be taken from the subcontractor's office or home. This will reduce the non-productive safety orientation time requirement on the job. Loss in productivity caused by workers that arrive onsite untrained shall be the responsibility of Subcontractor. Confirmation of passing the test will need to be provided to or verified by the XL Project Superintendent prior to starting work onsite. A sticker will be issued once evidence of successful completion of the training has been provided.

e. When required per project, Subcontractor shall also have each person working onsite take the Infection Control Clicksafety program.

f. All workers will be expected to be trained on Project Specific site safety requirements, which should be expected to be 1 hour per craftsperson.

g. Safety Meetings: All on-site workers are required to attend a XL Construction led safety meeting every week.

h. Subcontractor's use of Contractor provided Equipment, Scaffolding and Planking ("Contractor Facilities") is at its own risk, and Subcontractor acknowledges that Contractor Facilities are provided by XL Construction "AS IS." Contractor disclaims any and all warranties, whether express or implied, including any warranties of fitness. Subcontractor shall be responsible to inspect all areas of the Contractor Facilities that it intends to utilize before every use, and will report to XL Construction any functional defects and will refrain from using the Contractor Facilities until the defects are addressed. Subcontractor agrees that it is responsible for training and implementing safety precautions for its employees that use the Contractor Facilities.

i. Subcontractor foremen will be required to complete and review "Methods of Procedures" (MOPs) and/or "Job Hazard Analysis" (JHA) with the onsite XL foreman at a minimum of 15 days ahead of when any activity will be taking place. These MOPs are to include step-by-step procedures for activities to be performed by the subcontractor along with potential risks and risk mitigation efforts employed by the subcontractor. These are to be reviewed daily by all crews onsite prior to engaging in their activities.

## 11. CLICKSAFETY NOTIFICATION

a. Notification of Online Contractor Safety Training Initiative

XL Construction and ClickSafety have partnered to create a web-based Contractor Safety orientation course for all XL Construction Projects. All Subcontractors requiring access to this project must complete this orientation- training course online through ClickSafety. This course addresses site-specific safety expectations/requirements that you and your employees are expected to understand and comply with while working on the premises.
XL has also created Current Good Manufacturing Practices (cGMP), Good Documentation Practices (GDP) and Infection Control training programs, which address additional training requirements for those types of projects.

b. Project Requirements:

ClickSafety is the leading provider of web-based safety and risk management systems for the Construction Industry. ClickSafety will be providing the online training and tracking system used to deliver safety orientation. You will be required to have ALL your employees successfully complete the online Contractor Safety orientation course through the ClickSafety system prior to their arrival onsite. The average employee should take 45 - 60 minutes to complete the training for each course. Some of the courses are available in English and Spanish. SSP training is good for one year. You might be required to take some or all the additional courses outlined above. The project team will advise on these requirements. All mandatory courses for your project will be included on the Invitation to Bid Document. Please refer to the Invitation to Bid Document to see which courses will be required for each project.

c. Project Fees:
The fee structure for ClickSafety services is: **$115.00**/Employee.
In addition, your company will be required to accept ClickSafety's Users Agreement upon registration.

d. ClickSafety Account Setup, User Registration and Implementation:

Step 1: Go to the XL Construction portal at www.clicksafety.com/xl

Step 2: Create a company account. Click on the 'Company' tab above the 'User' Step 1 on the home page.

Step 3: Prepay for employee training with a credit card.

Step 4: Direct all employees to the project page to self-register and complete training prior to arrival at the jobsite.

A ClickSafety representative will be available to answer any of your questions about this program. The ClickSafety program administrator is:

Jennifer Jarrett Account Manager ClickSafety.com, Inc. Phone: 925.855.6713
Email: Jennifer.jarrett@clicksafety.com

For general information about ClickSafety, you can visit their web site at: www.clicksafety.com.

Should you have specific questions regarding the project or safety requirements, you may contact: Steve Gibson
Regional Safety Director

XL Construction
Phone: 408.710.7720
Email: SGibson@xlconstruction.com

We appreciate your attention in this matter and look forward to a continuing and successful business relationship.

e. Disclaimer:

ClickSafety and XL Construction make this training material available with the understanding that users exercise their own skill and care with respect to its use. It is the duty of each employer as specified in the Occupational Safety and Health Act of 1970 (P.L. 91-596) to furnish to each of his employee's employment and a place of employment which is free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees and must comply with the applicable occupational safety and health standards adopted for his / her type of work. In addition, each employee must comply with occupational safety and health standards and all rules, regulations, and orders which are applicable to his or her own actions and conduct.

## 12. CLICKSAFETY INSTRUCTIONS

a. Go to www.clicksafety.com/xl
b. Click on "Register for Training" square button on right
c. Complete "First Name", "Last Name" and both "Last 4 digits of SSN" fields
d. Select your preferred language.
e. Select your employer from the drop-down menu. If your employer is not listed or if you did not receive an access code from your employer, please contact your office Administrator to complete company registration information.
f. Enter your company access code. This can be received from your company administrator.
g. Select the Training Courses that you are assigned to take. Highlight the course and click the right arrow button so that it will be added to your selected courses to take. If you need to add additional tests, continue to select the course from the left and click on the right arrow button. When you are finished adding courses, click Continue.
h. Confirm your First Name, Last Name, Last 4 digits of your SSN, Language Preference, Employer name and Training Courses Selected. Click Next.
i. You will next be sent to an activation page. Click "Login".
j. You will automatically be sent to the beginning of the course or to your main user screen. If you need to logout for any reason, you can go back to www.clicksafety.com/xl and enter your username and password. The course will keep your place. Your username will be your first initial, your entire last name. Example: John Smith = jsmith. Your password will be the last 4 digits of your SSN.
k. Click the red arrow to begin the course.
l. You must answer all quiz questions correctly to move to the next section of the course. There are 4 sections total.
m. If you come to a screen that has graphics in the lower right-hand corner, please wait until the pictures move to the left before advancing to the next screen.
n. When you have completed the course, click "Return to the Control Panel".
o. Scroll down to "Assigned Courses" and double click on the certificate icon to the right of the completed course.
p. Print the certificate and bring it to the job trailer headquarters to receive your hard hat sticker allowing you access to the jobsite.
q. Please contact your company Administrator or Foreman if you are having any difficulty completing this course on your own.
r. If you are required to take additional courses, you can then select them from the control panel.

**End of Exhibit E**

Subcontractor's Initials: _____

General Contractor's Initials: _____