

ALTERATIONS, IMPROVEMENTS AND CONSTRUCTION POLICY
(the “Construction Policy”)
In Effect: January 1, 2021

For more information on this policy, please email gvha@gvha.ca

The Greater Victoria Harbour Authority (the “GVHA”) Alterations, Improvements and Construction Policy set out in this Schedule (the “Construction Policy”) will be the Construction Policy in force and may be amended from time to time.

1. The Construction policy is binding on **all** GVHA Agreement holders (Licensee, Lessee, or otherwise). unless or until amended by the GVHA.
2. Notwithstanding Clause “1” above, for purpose of this Policy, the term “Licensee” is used for drafting convenience and does not exclude a Lessee or otherwise.
3. The GVHA will communicate any amendments or changes in the Construction Policy to the Agreement holder by email and by posting on the GVHA’s website, and after communication the changed or amended Construction Policy will be in force until further amendment and notice thereof.

1. GENERAL

- 1.1.** The purpose of this policy is to set out direction for any planning, alterations, improvements, and construction activities on GVHA Properties on land and water proposed by a Licensee.
- 1.2.** In all matters related to any alterations, improvements, repairs, and construction, on GVHA Properties, the Licensee is required to follow and comply with this Construction Policy.

2. OBJECTIVES

- 2.1.** Minimize impacts of alterations, improvements and construction activities and phases to GVHA Tenants, Licensees, community, and the public at large.
 - 2.2.** Promote safe and efficient construction practices and procedures.
 - 2.3.** Prevent environmental impacts to the working harbour and lands during construction activities.
 - 2.4.** Compliance with Municipal, Provincial, Federal Bylaws, Regulations, and Legislation.
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2.5. Protect Public Safety and Access.

2.6. Minimize or fully divert construction waste to landfills.

2.7. Promote industry standard project management and scheduling of construction activities.

3. POLICY DEFINITIONS

“Alterations” means any modification of the improvements subject to the terms of the Licence Agreement, other than Trade Fixtures, whether by addition, modification, or deletion.

“Construction” means new construction, reconstruction, demolition, repair or renovation of a building, structure or other engineering, marine, landscape or architectural works and includes but is not limited to site preparation, excavation, drilling, seismic investigation, the supply of products and materials, the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure, marine, landscape or other civil engineering or architectural work, but does not include professional consulting services related to the construction contract unless they are included in the procurement.

“Improvements” means betterment of all structures and buildings constructed upon the Lands or any part of them by or for the Licensee pursuant to the provisions of a License or Lease Agreement, enhancing the value of the property, including, without limitation all necessary services and ancillary facilities, together with all replacements, alterations, additions, changes, substitutions, improvements, or repairs to them and all other improvements from time to time constructed upon or affixed or appurtenant to the Lands;

4. GENERAL REQUIREMENTS FOR ALL GVHA PROPERTIES

4.1 GVHA Review of Alteration, Improvement and Construction Projects

4.1.1 The Licensee Shall:

- a. Review all proposed plans and concepts with GVHA at least Twenty-One (21) Business Days prior to commencement of any detailed planning work.
- b. Review and Sign GVHA’s Construction Policy
- c. Obtain GVHA written approval to proceed with the Project
- d. Conduct all necessary Neighbourhood Community Consultation as required by the City of Victoria and GVHA. For special requirements for Fisherman’s Wharf refer to Section 4.1.
- e. Review all Full or Delegated Development Permitting Materials with GVHA at least Seven (7) Business Days PRIOR to any submission to the City of Victoria.
- f. Obtain a GVHA letter of Approval to Submit for Permit for Full or Delegated Development Permits

4.1.2 Prior to the commencement of any Construction activities the Licensee Shall:

- a. Submit to GVHA at least Fourteen (14) Business Days prior to commencement of any works, a Construction Schedule and Plan (CSP) indicating:
 - .i Length of major construction tasks,
 - .ii Target completion of project,

- .iii Delivery and Management of construction equipment and materials storage,
 - .iv Management of noise during normal working hours,
 - .v Health and Safety Management Plan,
 - .vi Construction Parking requirements
 - .vii Method of managing pedestrian movement and safety around construction area,
 - .viii Proposed method of waste management of construction materials.
- 4.1.3 The GVHA will review and may require reasonable changes to the construction schedule to accommodate other Tenants, Licensees, or users and to avoid disruption to businesses, live aboard, float homes, and to minimize noise interference as much as possible.
- 4.1.4 The GVHA will review proposed construction activities and schedule with adjacent Tenants, Licensees, or other users of the Facility as well as the community if required.
- 4.1.5 The Licensee Shall submit to GVHA written evidence within seven (7) business days, a written summary of consultation, outlining any concerns brought forward by those consulted and how these concerns will be addressed throughout the course of construction activity. No Construction may commence until GVHA written approval of proposed mitigations.
- 4.1.6 Any modification or revision to the proposed alteration or construction of a project, previously approved by GVHA, must be communicated immediately to the GVHA and the Area Planner. **Failure to do so may:**
- a. Delay GVHA’s Letter of Support for development or building permit, or
 - b. Potentially Incur additional consultation with the relevant community associations prior to submission at the Licensee cost, or
 - c. Require resubmission for amendment to an existing Development Permit File in progress at Licensee cost.
- 4.1.7 GVHA Shall advise the designated Area Planner at the City of Victoria, of the pending application and proposal. The Licensee may meet with the designated area planner to obtain pre-application feedback on the proposed alteration or construction. Any results of such meeting must be communicated in writing to GVHA.
- 4.1.8 In the event that the proposed improvements require potential GVHA investment, input, resources, or participation from the GVHA; agreement on provisional terms Shall be agreed upon prior to the GVHA providing approval of the improvements. The GVHA may charge reasonable fees for its review of proposed improvements.

4.2 Approvals and Permitting

- 4.2.1 The Licensee Shall obtain:

- a. all necessary City of Victoria Demolition, Building, Electrical and Plumbing Permits as required on GVHA properties.
 - b. all necessary Provincial and Federal Approval and Permits for Environmental Review and Protection and Navigation where required on GVHA Properties.
- 4.2.2 Notwithstanding subclause 4.2.1(a) above, where a building permit is not applicable or provided by the City of Victoria on certain water lots owned by the GVHA, a Letter of Undertaking, (Schedule "A"), Shall be provided to GVHA as a condition of GVHA approval to submit for a Full or Delegated Development Permit.
- 4.2.3 Within Forty-Five (45) Business Days of completion and occupancy of any alteration or construction project, and as a condition of GVHA Approval, the Licensee Shall provide a copy to GVHA, of surveys, as built drawings, specifications, and letters of assurance, certificate of occupation, as provided as part of the building permit. The Licensee Shall ensure that that a professional engineer's or architect's seal and signature if required by Legislation is placed on these documents.
- 4.2.4 Any work related to servicing and utility connections must be confirmed with and approved by the GVHA prior to submission a Delegated or Full development permit application. No alteration, connection or upgrades to existing services, utilities or structures without necessary documentation provide by a Professional Engineer registered in British Columbia.
- 4.2.5 Notwithstanding Municipal, Regional, Provincial and Federal Legislative, Regulatory or Permitting requirements, the Licensee is encouraged to engage, as appropriate, Professional Environmental, Engineering and Architectural Services, registered or licensed in British Columbia, for the completion of their alterations and construction.

4.3 Insurance

- 4.3.1 Licensees are responsible for obtaining all required insurance and relevant Worker Compensation Board (WCB) coverage for the implementation of alterations and construction and any other policies of insurance that the GVHA may request. GVHA Shall be fully indemnified during the period of construction and shall be provided with written proof of indemnification prior to commencement of any work.

4.4 No Charges

- 4.4.1 The Licensee will not permit, do, or cause anything to be done that would allow any lien, certificate of pending litigation, judgment, or certificate of any court, or any mortgage, charge, conditional sale agreement, personal property security, or encumbrance of any nature whatsoever, to be imposed or to remain upon the title to the Property or the License Area. In the event of the registration of any lien, charge, conditional sale agreement, personal property security, or other encumbrance against the Property in the appropriate land title office or other government office, the Licensee will, within Ten (10) days' notice thereof, at its own expense immediately cause the same to be discharged whether by payment or giving security or in such other manner as may be

permitted by law, and failing which the GVHA may, but will not be required to, make any payments required to procure the discharge of such lien, charge, or encumbrance and the Licensee will forthwith reimburse the GVHA for all expenses (including legal fees on a solicitor-client basis) in connection therewith, together with interest thereon.

4.5 Administration Costs

- 4.5.1 Notwithstanding any Non-Refundable Administrative Fee (NRAF) that may be obtained through a prior written agreement with a Licensee, and in the event that additional GVHA Staff resources are required over and above the previous agreed costs assessed under the NRAF, or other established amounts, GVHA will assess the following Administrative Fees as laid out in (Table 4.5.2).
- 4.5.2 GVHA will assess the following Administrative Fees, (Table 4.5.2), for review and input on Licensee Permit Applications. Review and Input by GVHA, will not proceed until a signed acknowledgment and acceptance of this Construction Policy is received from the Licensee.

Item	Activity	Fee	Payment Required
1	Delegated or Full Development Permit Application	\$250	Due After initial review meeting with GVHA.
2	Obtaining Title Information from Land Title and Survey Office (LTSA) for Applications	At Cost	Invoiced to Client payment due in 30 days
3	Additional assistance if requested on preparation of application submission materials (e.g., parking counts, density calculations, plans, drawings, and other written materials)	Hourly Rate to be assessed prior with proponent.	Invoiced to Client payment due in 30 days

- 4.5.3 Notwithstanding clause 4.5.2 and Table 4.5.2, GVHA **does not provide or practice Professional Engineering or Architectural Consulting services and makes no representation of such advice or direction to the Licensee for their application process.** The Licensee is strongly encouraged to retain independent Professional Consulting advice and input on all planning and construction matters as appropriate or required by Municipal, Provincial and Federal regulation, and legislation.
- 4.5.4 The Licensee Shall be responsible for all costs related to a construction project, including without limitation:
- a. Obtaining, Delegated or Full Development Permit Applications.
 - b. All community consultation, advertising, and associated meeting costs
 - c. Any amendments or revisions to permits.
 - d. Obtaining, building, plumbing and electrical permits, and
 - e. Obtaining required Environmental Studies triggered by the project.

- f. Obtaining applicable Environmental Permits
- g. Professional Consulting Services (All Disciplines)
- h. All servicing and utility connections including any necessary modifications to GVHA structures, buildings, and lands,
- i. All mobilization and construction costs
- j. Insurances and WCB Coverage
- k. Disruption of facility access, services and utilities to other Tenants or Licensees impacted during the course of all phases of alteration or construction activities.

4.3.5 GVHA Shall make available, at no charge to the Licensee AutoCAD files of the facility, including available utility and bathymetric Information.

4.5.6 The AutoCAD files are provided for information only. GVHA makes no claim or warrant on the accuracy of any data provided. The Licensee should not exclusively rely on the GVHA AutoCAD files provided.

4.5.7 The Licensee is encouraged to verify, through qualified third parties all locations, structures, dimensions, layout, and servicing information in the preparation of their development and construction documentation.

4.6 Notifications Prior and During Construction Period

4.6.1. Construction Equipment and Materials Deliveries Access: The Licensee, or their authorized representative Shall provide GVHA with a minimum of Seventy-Two (72) hours' notice for expected delivery of construction equipment and materials to site in order for GVHA to make necessary arrangement for parking and access to the facility. Failure to provide notice to GVHA, may delay access for delivery to be completed.

4.6.2 Service and Utility Access: The Licensee, or their authorized representative Shall provide GVHA with a minimum of Seventy-Two (72) hours' notice for expected shutoff or disruption of services or utilities. Upon notice GVHA will coordinate notices to adjacent neighbours and operators on the facility of the intended works.

4.7 Construction Period – Noise Bylaws

4.7.1 The Licensee Shall observe City of Victoria Noise Bylaws during the construction period as well as any other reasonable requirements outlined by the GVHA.

4.8 Construction Safety

4.8.1 The Licensee or their representatives Shall be responsible for maintaining necessary legislated or best practice Construction safety requirements on their project. This includes but is not limited to, safety fencing or other safety methods of containment. Highly visible safety notices and signage, temporary safety lighting for visibility after working hours. Temporary lighting of the project Shall be installed in coordination with the GVHA to avoid impact to adjacent neighbours.

4.9 Construction Equipment and Materials Storage

- 4.9.1 Construction materials and equipment must be stored in areas designated by GVHA. Failure to comply will require immediate relocation or removal at the cost of the Licensee. The Licensee shall not store any construction materials, equipment, tools, goods, debris, vehicles, personal chattels, or any other item outside of the designated Lease or License area before, during or after approval granted under this section or at any time during the Term. Storage of materials related to the approved works must at all times be secured in accordance with all Applicable Laws, including all hazardous and non-hazardous materials.

4.10 Construction Waste

- 4.10.1 Any construction waste resulting from improvements must be disposed of off-site at the Licensee expense. No construction or hazardous waste may be deposited or disposed of at the Property. Any hauling or disposal fees incurred by the GVHA regarding improvements by a Licensee will be charged to the Licensee at cost plus a Twenty Percent (20%) administration fee.

4.11 Contaminants or Hazardous Waste Material

- 4.11.1 Comply with all Municipal, Provincial and Federal regulations in the removal and disposal of hazardous construction materials. Failure to comply or provide written proof of removal and disposal shall result in immediate stop work order by GVHA or City of Victoria.
- 4.11.2 Any Contaminants or Hazardous Waste Materials released, or any other damage caused by or as a result of the approved improvements within or outside of the Designated Lease or License Area is the sole responsibility of the Licensee.

4.12 Construction Parking

- 4.12.1 The Licensee shall coordinate with GVHA on parking availability prior to commencement of any work on site.

4.13 Hours of Construction

- 4.13.1 Hours of construction during any works shall be 7:00am-6:00pm, 7 days a week, during the Low Season between November and March of each year, subject to any other requirements by any lawful authority.
- 4.13.2 No Construction shall be permitted during the High Season between April and October of each year.

4.14 Timing and Schedule

- 4.14.1 If, in the sole opinion of the GVHA, the management of timing and implementation by the Licensee or their representatives are found to be disruptive or inconvenient to the Facility, other Tenants, the public or the surrounding community, the GVHA may require

the Licensee to amend any approved construction management plans and timelines at the Licensee cost.

- 4.14.2 In some cases night works for major construction on a water lot may be permitted for aircraft and vessel safety. This will be subject to the approval of Transport Canada and coordination with the City of Victoria.

5. UTILITY SERVICE CONNECTIONS

5.1 Costs

- 5.1.1 The Licensee Shall be responsible for all costs for the following:
- a. Professional Design and Installation for an upgrade or new Utility service and infrastructure required for the Float home outside the designated License Area.
 - b. Connection of Utility services from the Common Area into the License Area.
 - c. GVHA requires written proof of compliance by a qualified third party must be provided within fourteen (14) Business Days, after completion of any upgrade or new utility and service connection.

6. SPECIAL REQUIREMENTS

6.1 Fisherman's Wharf – Special Consultation Requirements

- 6.1.1 Notwithstanding any requirement for community consultation by the City of Victoria, GVHA has entered into a Memorandum of Understanding with the James Bay Neighbourhood Association (JBNA) to provide an opportunity to review projects at the Fisherman's Wharf Property. Subsequently, upon GVHA's written approval to proceed with an alteration project and prior to obtaining any permits the Licensee Shall:
- a. Meet with the James Bay Neighbourhood Association (JBNA) and their Development Review Committee (DRC) to review the proposal and further present the proposal, in person, to JBNA at a regularly held JBNA Community Meeting. Proponents are advised to coordinate the timing of their applications for Delegated or full development permit with the JBNA to ensure meeting their own development schedules.
 - b. After the Meeting with the JBNA, the Licensee must advertise, provide notice, and facilitate an information session for the Fisherman's Wharf Community Residents, The Fisherman's Wharf Community Association and Commercial Operators at the Facility, and neighbouring residential streets immediately adjacent to Fisherman's Wharf Park and residents and commercial tenants of the Shoal Point Building.

6.2 Construction on GVHA Water lots – Letter of Undertaking in Lieu of Building Permit.

- 6.2.1 Currently, Building Permits for Floating Commercial Units and Float Home Units on water lots are not issued by the City of Victoria. Therefore, in lieu of this condition and in the interest of public safety, insurance, protection of persons, GVHA properties and property upkeep, GVHA requires that the Licensee conducting improvements on GVHA

Water lots, provide at the outset of the project, a signed Letter of Undertaking (Schedule "A") to confirm that the planning, design, and construction phases of the improvements for FHUs and FCUs, that are not deemed subject to a BC Building Permit, meet the most stringent requirements of the following documentation that maybe amended from time to time:

- a. Standards for Float Homes and Live-Aboard Vessels in Victoria Harbour, 2001 issued by Transport Canada,
- b. British Columbia Float Home Standard, 2003,
- c. Building & Safety Standards Branch; British Columbia Float Home Standards, December 2010,
- d. The most current British Columbia Building, Fire, Plumbing Codes and Canadian Electrical Code,
- e. The most current Federal and Provincial Environmental Protection regulations, legislature, and standards during works on or near water, or
- f. any other applicable Regulations and Legislation.

6.2.2 The Licensee Shall provide, upon request by GVHA, written evidence of meeting the standards set out above.

6.2.3 The Licensee, may, at their own discretion and cost, obtain additional written, stamped, and sealed confirmation from the Registered Professional or a qualified party, as agreed with GVHA, as supporting documentation for the Letter of Undertaking.

6.3 Construction Permitted on GVHA Water Lots

6.3.1 Minor Repairs such as reasonable regular maintenance, and minor interior renovations or upkeep are permitted at the Facility. The determination of what qualifies under this section will remain at the sole discretion of the GVHA.

6.3.2 Licensees are reminded that construction work on GVHA water lots requiring water access are subject to Transport Canada and NAVCanada Regulations. Additionally, Department of Fisheries and Oceans and the Province Ministry of Environment may require permitting and environmental review of proposed works.

6.4 Construction of Float Home Units or Floating Commercial Units Offsite

6.4.1. In Order that New or Major Repairs Projects can be permitted to return to a designated location at a GVHA Water Lot, construction of FHU's and FCUs offsite must be completed to Ninety Percent (90%) and secured to safely transit via water to its final location at the Property.

- a. For clarity 90% Completion Shall include:
 - .i All necessary floatation structure (Adjustment may be permitted at the Facility).
 - .ii All envelope wrapping, framing, and sheathing of exterior walls and floors and framing of interior walls, including internal stairs and necessary structure.
 - .iii All plumbing and electrical fit out.

- .iv All roofing materials and decks.
 - .v The Licensee or the Tenant’s Contractor are strongly encouraged to complete or install other components off site including doors, windows, guardrails, and exterior stairs.
- 6.4.2 Upon the return of a project constructed elsewhere, remaining works permitted at the Facility are:
- a. Exterior siding finishes trim and fascia.
 - b. Artwork and exterior lighting.
 - c. Interior finishes and cabinets, fixtures, and millwork.
- 6.4.3 If a project is constructed offsite and is completed to the level as per the requirements of GVHA indicated above, the Licensee Shall request a review by GVHA staff or an authorized designate, on site, to confirm that the unit is following the requirements, prior relocation to the GVHA Water Lot location.
- 6.4.4 The review conducted by GVHA does not constitute an approval that the structure in compliance with Applicable Codes and Legislation Laws and does not diminish the responsibility of the Licensee to provide a Letter of Undertaking (Schedule “K-1” below) to the GVHA.

7. AGREEMENT

7.1 Signed Acknowledgement of Policy

7.1.1 In the event that a Licensee has notified GVHA in writing of a proposed ALTERATIONS, IMPROVEMENTS or CONSTRUCTION Licensee Shall carefully read and return, prior to commencement of any planning or design work, a signed acknowledgement of having read and agreed to this Policy Document and the requirements therein. Failure to provide this acknowledgement may cause GVHA to reasonably withhold its approval to proceed.

I have read the Policy above and agree to abide by the requirements set out herein.

Signed on this Date: _____, Month: _____, 202_

Name of Authorized Signatory (Print): _____

Commercial Company Name / Float Home Name _____

Authorized Signature _____

A copy of the signed document will be provided to the Licensee for Record.

SCHEDULE A
GVHA - LETTER OF UNDERTAKING

To be read, completed, and signed when Alterations, Improvements and Construction on Water Lot Areas not subject to City of Victoria Building Bylaw – Building Permit Requirements

Whereas

- A. GVHA requires that all Licensees implementing alteration or construction of structure and buildings located on Water Lots, not subject to Building Permits undertake that the planning, design, and construction phases of new or renovated FHU's or FCU's for occupancy implement and meet certain standards, regulations, and legislation, that may be revised from time to time, described below.
- B. That the Licensee is required to provide a signed Letter of Undertaking to confirm that these requirements will be met.

Now Therefore

- A. The Licensee undertakes to meet the most stringent requirements of the following throughout design and construction phases of their project:
 - a. Standards for Float Homes and Live-Aboard Vessels in Victoria Harbour, 2001 issued by Transport Canada,
 - b. British Columbia Float Home Standard, 2003,
 - c. Building & Safety Standards Branch; British Columbia Float Home Standards, December 2010,
 - d. The most current British Columbia Building, Fire, Plumbing Codes and Canadian Electrical Code,
 - e. The most current Federal and Provincial Environmental Protection regulations, legislature, and standards during works on or near water, or
 - f. any other applicable Regulations and Legislation.
- B. And that, the Licensee Shall, at their cost, make available, upon written request by GVHA, written confirmation of meeting the requirement obtained through:
 - a. A Registered Professional retained by the Licensee to complete any or all phases of the project, or
 - b. a qualified party, acceptable to the GVHA.

DATED at _____, _____, this _____ day of _____, 20_____

LICENSEE Company Name (print) _____

LISENSEE Signature_____

LICENSEE Name (Print)_____