

Architectural Consulting Group, LLC

822 Mt. Pleasant Street New Bedford, MA. 02745

January 17, 2012

To: Scott Seaver, Seaver Construction
David Handlin, HGZ Architects
Chuck Hodgkinson, Town of Chilmark
ACG File

RE: Middle Line Road Housing Project
Town of Chilmark, MA
Martha's Vineyard

RE: 1 year Warranty Period

As per MGL Chapter 149, there is in place a 1 year warranty from the date of turnover to the Owner.

The date of the keys being turned over to the Town was October 2, 2011. This is the date at which I have fixed as the start of the Warranty Period. This is the date that the contractor completed operations with the exception of certain punch list items.

Please note this date in your records. The 1 year warranty period shall expire October 1, 2012. This does not affect any longer period manufacturers warranties that were provided for items such as roofing, windows, doors, appliances, equipment, etc.

During this initial 1 year period, any complaints of a warranty nature should be immediately addressed to Seaver Construction by way of phone call, email, and follow up written correspondence backup, to guaranty action by the contractor.

If it is of an emergency basis, the town has the contracted right to engage their own contractor for emergency repairs to protect the building from additional loss. The Town is required to notify Seaver of their actions immediately.

For non-emergency claims the contractor must be given a deadline to correct, and if not responsive, the Town will be entitled to take corrective action with their own forces. Both circumstances will result in the Town seeking payment from Seaver directly, or Seaver's bond and insurances as the case may warrant.

Since the majority of the mechanical and electrical contractors were island based, it is reasonable to assume that they might be easily reached by the Town in these matters, but the official line of communication for warranty repair work must be through Seaver.

Respectfully,

Michael Josefek, OPM