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PLEASE VERIFY BEFORE SENDING

Unverified AI draft. Every fact must be checked against the records before use. It is not legal advice. Fill in every [ADD: …] placeholder, set the demand amount, confirm anything marked [VERIFY], and delete this box before sending.

- Contract section 7 gives Ridgeline "a reasonable opportunity to inspect and repair before hiring others." Section 8 requires mediation first. The clients want their own contractors to do the repairs. Please confirm how the letter should handle both clauses, including whether to offer a final inspection or propose mediation.
- Conflict to confirm: Ms. Okafor's August 28, 2025 email says "the kitchen inspection also failed," but the county correction notice is dated September 3, 2025. The letter quotes the email and cites the notice only as reported in the inspection report.
- Totals to check: the payments total ($57,970.00) and the estimates total ($22,190.00). The letter says "as read" for each. The estimates are not bills.
- Records not in the files: the full Summit Valley report and photos 1-14, the county correction notice itself, the permit, the April 2, 2025 plans, and the full contract (only an excerpt was provided). The payment record was prepared by Peter Okafor, and no cancelled checks were provided.
- The contractor license number is not in the documents (the contract refers to the permit). The actual completion date is also not in the records. Both are left as placeholders.
- Firm notes call Mr. Tolliver the "owner"; the contract lists him as Managing Member. Recipient address and delivery method are missing.
- Confirm whether the demand amount should account for the $13,680.00 final payment being withheld, and whether to claim other losses (none are documented).
- The documents do not say whether Ridgeline's electrician ever came. The October 14, 2025 email says no one had come to the house.
- Colorado items marked [VERIFY]: pre-suit construction defect notice and right to repair, and contractor licensing and bond claims. No statute or deadline is stated in the letter.

Hartwell & Ames LLP
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

Gary Tolliver, Managing Member [remodel_contract.pdf p.1]
Ridgeline Crest Remodeling LLC
[ADD: street address]
[ADD: city, state ZIP]

Re: Demand for Repair of Defective Work or Reimbursement. Marisol and Peter Okafor, 418 Juniper Hollow Lane, Aldenbrook, Colorado. Home Remodeling Agreement dated April 7, 2025

Dear Mr. Tolliver:

Introduction

We represent Marisol Okafor and Peter Okafor, the owners of the home at 418 Juniper Hollow Lane, Aldenbrook, Colorado [remodel_contract.pdf p.1]. Ridgeline Crest Remodeling LLC ("Ridgeline") remodeled the Okafors' kitchen and primary bathroom under a written agreement. This letter describes defects in that work, the notice Ridgeline has already received, and what the Okafors require to resolve the matter. Please direct all further communication about this matter to this office.

The contract

The Okafors and Ridgeline signed a Home Remodeling Agreement dated April 7, 2025 (the "Agreement") [remodel_contract.pdf pp.1-2]. Its relevant terms are:

- **Scope of work.** Ridgeline agreed to remodel the kitchen and primary bathroom per plans dated April 2, 2025. That included four new countertop electrical receptacles in the kitchen. In the primary bathroom it included a new walk-in tile shower "with a waterproof membrane, sloped shower pan, linear drain and recessed niche." Ridgeline also agreed to "[o]btain all permits and pass all required inspections" [remodel_contract.pdf p.1].
- **Price.** The contract price is $68,400.00 [remodel_contract.pdf p.1]. Change Order No. 1, dated June 20, 2025 and signed by both parties, upgraded the shower wall tile to large-format porcelain at an added cost of $3,250.00 [remodel_contract.pdf p.2].
- **Payment schedule.** The schedule was a deposit of $13,680.00; $20,520.00 at completion of rough-in; $20,520.00 at completion of tile and cabinets; and a final payment of $13,680.00 "at completion and passed final inspection" [remodel_contract.pdf p.1].
- **Schedule.** The start date was May 5, 2025, and substantial completion was due August 15, 2025 [remodel_contract.pdf p.1].
- **Warranty.** Ridgeline "warrants all labor and materials to be free of defects in workmanship and to be installed according to the plans and manufacturer instructions." The warranty runs through August 31, 2026 [remodel_contract.pdf p.1].
- **Notice of defects.** The Okafors are to "give Contractor written notice of any defect and a reasonable opportunity to inspect and repair before hiring others to repair it" [remodel_contract.pdf p.1].

- **Disputes and fees.** The parties agreed to first try mediation in the county where the property is located. In any lawsuit arising from the Agreement, the prevailing party may recover reasonable attorney fees and costs [remodel_contract.pdf pp.1-2].
- **License.** The Agreement states that Ridgeline's contractor license number is on file with the county building department [remodel_contract.pdf p.1]. [ADD: contractor license number]

Payments made

The Okafors have paid Ridgeline as follows [payments_and_inspection.pdf p.1]:

Date	Amount	What for	Source
April 7, 2025	$13,680.00	Deposit (check no. 1142)	[payments_and_inspection.pdf p.1]
June 6, 2025	$20,520.00	Rough-in progress payment (check no. 1157)	[payments_and_inspection.pdf p.1]
June 20, 2025	$3,250.00	Change Order No. 1 (check no. 1160)	[payments_and_inspection.pdf p.1]
July 18, 2025	$20,520.00	Tile and cabinets progress payment (check no. 1171)	[payments_and_inspection.pdf p.1]

Total paid (as read from the payment record): $57,970.00 [payments_and_inspection.pdf p.1]

The final payment of $13,680.00 has not been paid. The Okafors are holding it pending resolution of the defects described below [payments_and_inspection.pdf p.1; firm notes]. Under the Agreement, the final payment is due "at completion and passed final inspection" [remodel_contract.pdf p.1]. As described below, the county's final electrical inspection was reported as failed [payments_and_inspection.pdf p.1].

Defects and incomplete work

On September 22, 2025, Lena Marchetti, a certified home inspector with Summit Valley Home Inspections, inspected the property at Ms. Okafor's request [payments_and_inspection.pdf p.1]. Her report identified the following [payments_and_inspection.pdf p.1]:

Defect	Location	Evidence	Source
Water stain on ceiling, about 18 inches across	Family room ceiling directly below the primary shower	Moisture meter readings at the stain were elevated after a 10-minute shower test	[payments_and_inspection.pdf p.1]
Little or no slope toward the drain	Primary shower floor	Water pooled in the far corner after the shower test	[payments_and_inspection.pdf p.1]
No waterproof membrane visible at the edges of the recessed niche,	Primary shower, recessed niche	Inspector's observation. She identified the likely source of the leak as "failure of the shower pan or membrane" and recommended removal and rebuild of the	[payments_and_inspection.pdf p.1]

Defect	Location	Evidence	Source
where grout had cracked		shower pan by a qualified tile contractor	
Cabinet run out of level by about 3/8 inch over 10 feet	Kitchen, north wall upper and lower cabinets	Inspector's measurement	[payments_and_inspection.pdf p.1]
Two cabinet doors do not close fully	Kitchen, north wall cabinets	Inspector's observation	[payments_and_inspection.pdf p.1]
Two of the four new countertop receptacles have no GFCI protection	Kitchen countertops	Inspector's observation. A county correction notice dated September 3, 2025, posted at the electrical panel, lists the final electrical inspection as failed for "countertop receptacles lacking GFCI protection"	[payments_and_inspection.pdf p.1]

The inspection report includes photographs 1 through 14 [payments_and_inspection.pdf p.1]. [ADD: confirm full report and photographs to be enclosed]

Notice and response

The Okafors told Ridgeline about these problems in writing, and Ridgeline did not repair them [emails_and_repair_estimates.pdf p.1]:

- **August 28, 2025.** Ms. Okafor emailed you that there was "a brown stain on the family room ceiling under the new shower and the water pools in the corner." She added that "[t]he kitchen inspection also failed," and asked you to "come look at both this week" [emails_and_repair_estimates.pdf p.1].
- **September 5, 2025.** You replied that "[t]he stain is probably condensation" and that "[t]he electrical is a small fix, my electrician will stop by." You asked the Okafors to send the final payment "so we can close out the job" [emails_and_repair_estimates.pdf p.1].
- **September 25, 2025.** Ms. Okafor emailed you the inspection report. She stated that the inspector found "the shower pan is leaking, the cabinets are out of level and two outlets have no GFCI." She wrote, "This is our written notice of these defects," and asked when Ridgeline would inspect and repair them [emails_and_repair_estimates.pdf p.1].
- **October 14, 2025.** Ms. Okafor wrote again that the Okafors had "not heard back and no one has come to the house," and asked for a reply [emails_and_repair_estimates.pdf p.1].
- **As of November 10, 2025,** the records show no reply from Ridgeline [emails_and_repair_estimates.pdf p.1].

Ridgeline has therefore had written notice of these defects since at least September 25, 2025, and a reasonable opportunity to inspect and repair them.

Damages

The Okafors obtained the following repair estimates [emails_and_repair_estimates.pdf p.1]:

Item	Amount	Source
Bellweather Tile & Bath, estimate dated October 20, 2025: remove and rebuild primary shower pan and membrane, reinstall large-format tile, repair and repaint family room ceiling	$18,750.00	[emails_and_repair_estimates.pdf p.1]
Copperline Electric, estimate dated October 22, 2025: add GFCI protection to two kitchen countertop receptacles and schedule reinspection	$1,140.00	[emails_and_repair_estimates.pdf p.1]
Aldenbrook Cabinet Works, estimate dated October 23, 2025: reset and level north wall cabinet run, adjust doors	$2,300.00	[emails_and_repair_estimates.pdf p.1]

Total (as read from the bills and estimates): $22,190.00

[ADD: any other documented losses to be claimed, if any]

Demand

The Okafors require that Ridgeline, by [ADD: response deadline], do one of the following:

- Confirm in writing that Ridgeline will pay for repair of the defects listed above by contractors of the Okafors' choosing, with the work to be completed by [ADD: repair deadline]. Ridgeline would bear the cost of that work; or
- Pay the Okafors [ADD: demand amount] to cover the cost of those repairs.

Until this matter is resolved, the Okafors will continue to hold the final payment of $13,680.00 [firm notes; payments_and_inspection.pdf p.1].

Ridgeline must also preserve all documents, communications and materials relating to this project. That includes the Agreement and plans, change orders, permit and inspection records, correspondence with the Okafors, communications with any subcontractors, electricians and suppliers, photographs, invoices, payment records, and product and installation information for the shower and the kitchen work. Please do not delete, discard or alter any of these records.

The Agreement provides that the prevailing party in a lawsuit arising from it may recover reasonable attorney fees and costs [remodel_contract.pdf pp.1-2]. If Ridgeline does not respond by the deadline above, the Okafors are prepared to pursue the remedies available to them. [ADD: attorney to confirm whether to reference the Agreement's mediation clause, section 8, in this paragraph]

State rules

This letter is also intended to serve as notice of the Okafors' claim, to the extent notice is required before suit under Colorado law. [VERIFY: Colorado rule on pre-suit construction defect notice and contractor right to repair (required content, response period, delivery method)] The Okafors reserve all rights regarding Ridgeline's licensing and any applicable bond. [VERIFY: Colorado rule on contractor licensing and bond claims]

We look forward to your prompt response.

Sincerely,

Laura M. Hartwell
Hartwell & Ames LLP