

AGENDA ITEM FOR ADMINISTRATIVE MEETING ( ) Discussion only  
( X ) Action

FROM (DEPT/ DIVISION): County Counsel

SUBJECT: Guardian Care Facility Roof

<p>Background: The County issued a request for proposals for the re-roofing of the Guardian Care facility. Two proposals were received.</p> <p style="padding-left: 40px;">C &amp; C Constructions Services - \$26,900 Palmer Roofing - \$20,113</p> <p>The recommendation is to award the contract to the lower proposal.</p>	<p>Requested Action: Approve contract for the re-roofing of the Guardian Care facility by Palmer Roofing in the amount of \$20,113</p>
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ATTACHMENTS: Proposals

\*\*\*\*\*For Internal Use Only\*\*\*\*\*

Checkoffs:

- ( ) Dept. Heard (copy)
- ( ) Budget (copy)
- ( ) Fiscal
- ( X ) Legal (copy)
- ( ) (Other - List:)

To be notified of Meeting:  
Mark Tanner

Needed at Meeting:

Scheduled for meeting on: March 6, 2024

Action taken:

\*\*\*\*\*

Follow-up:



C&C CONSTRUCTION SERVICES, INC.

PO BOX 870  
HERMISTON, OR 97838

# Estimate

Date	Estimate #
3/1/2024	0022007

Name / Address
Umatilla County Public Works Department 3920 Westgate Pendleton, OR 97801 (541) 276-7111 Pendleton, OR 97801

Description	Qty	Cost	Project
			Total
Umatilla County Public Works Department - Oregon 431 SE 3rd Street Pendleton, OR  IKO Malarkey Windsor shingles PROVIDE LABOR AND MATERIAL TO REMOVE EXISTING ROOFING DOWN TO ROOF SHEATHING AND INSTALL THE FOLLOWING;  STARTER STYLE D-METAL ICE WATER SHIELD AT EAVES AND IN VALLEYS, SYNTHETIC UNDERLAYMENT NEW ROOF JACKS NEW RVO-38 METAL VENTS INCLUDES 2-3 OSB SHEATHING (IF NEEDED)  ANY COMPONENTS NEEDED TO COMPLETE SCOPE OF WORK. DUE A MAGNETIC SWEEP OF PROPERTY TO INSURE NO FASTENERS ARE LEFT ON GROUND. REMOVE ALL DEBRIS CREATED BY SCOPE OF WORK.		0.00	0.00T
labor and material	1	26,900.00	26,900.00T
any dry rot will be charged at \$3.85 a square foot	1	3.85	3.85T
<b>Subtotal</b>			
<b>Sales Tax (0.0%)</b>			
<b>Total</b>			

Phone #	Fax #	E-mail
509-727-2134	541-567-8254	HECTOR@CCROOFSERVICES.COM



C&C CONSTRUCTION SERVICES, INC.

PO BOX 870  
HERMISTON, OR 97838

# Estimate

Date	Estimate #
3/1/2024	0022007

<b>Name / Address</b>
Umatilla County Public Works Department 3920 Westgate Pendleton, OR 97801 (541) 276-7111 Pendleton, OR 97801

			Project
Description	Qty	Cost	Total
prevailing wages apply  valid for one-hundred-twenty (120) days. C&C agrees to furnish the services as specified to Umatilla County at the prices and with the warranties/guarantees represented for that period.		0.00	0.00T
		<b>Subtotal</b>	\$26,903.85
		<b>Sales Tax (0.0%)</b>	\$0.00
		<b>Total</b>	\$26,903.85

<b>Phone #</b>	<b>Fax #</b>	<b>E-mail</b>
509-727-2134	541-567-8254	HECTOR@CCROOFSERVICES.COM

# Certified Residential Contractor

This is to certify that

## C&C Construction Services Inc.

has successfully completed the Malarkey Roofing Products®  
**Steep Slope Roofing Excellence Training**

Certified On: 10/13/2023

Certification #: 4507 Expiration Date: 10/13/2024



Dale Rushing, President  
Malarkey Roofing Products®





[Home](#) / [Find a Contractor](#) / C&C Construction Services Inc.



## C&C Construction Services Inc.

*Emerald Pro Contractor*

### MEMBER SINCE

October 13, 2023

### COMPANY INFORMATION

 [\[541\] 720-1104](tel:5417201104)

 [Po Box 870, Hermiston, OR, 97838](#)

 <http://www.ccroofservices.com>



## Certifications



## We Offer Enhanced Warranty Options

All Malarkey shingles and accessories come with Limited Lifetime coverage against manufacturing defects, except Dura-Seal shingles which have a 25 year warranty period.

As an Emerald Pro designated Malarkey Certified Contractor, we are also able to offer extended warranty protection when you choose to install Malarkey shingles with at least 3 Malarkey accessories for a complete Secure Choice™ roof system.

### WARRANTIES





Shingle & Accessory Guide  
**EMERALD PRO WARRANTY**

*Available exclusively through Malarkey Certified Residential Contractors.*

- SAMPLE -

# Why choose an Emerald Pro Contractor?

## TRUST

Trust in professional and knowledgeable contractors who can explain any aspect of your roofing project.

## CONFIDENCE

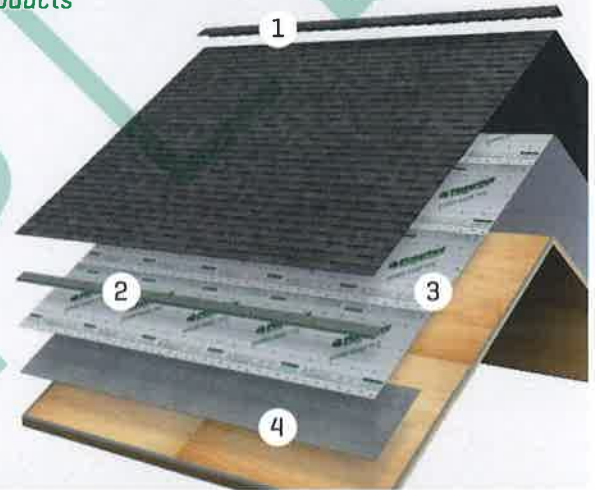
Confidence your roof is installed correctly per Malarkey specifications.

## RELIABILITY



Reliability from committed contractors who are proud to install Malarkey Secure Choice™ Roofing Systems.

### Make it a Secure Choice™ with Malarkey Supporting Products

- 1. Hip and Ridge Shingles:** High-profile ridge EZ-Ridge® (8" and 10") and standard low-profile RidgeFlex® (10" and 12") all feature Scotchgard™ Protector from 3M, NEX® polymer modified asphalt, and a high-performance UL 2218 Class 4 impact resistance rating.
- 2. Starter Shingles:** Smart Start® Starter Shingles are specifically designed to increase protection against moisture intrusion and blow-off.
- 3. Underlayment:** Offering a range of fiberglass polymer modified asphalt underlayments as well as synthetic products for your roof.
- 4. Ice and Water Protection:** Arctic Seal® and Secure Start® HT are very effective as flashing membranes in valleys, rakes, skylights and pipe penetrations.



### Compare Emerald Pro with Other Malarkey Warranties

MALARKEY WARRANTY	WARRANTY PERIOD (SINGLE-FAMILY)	WARRANTY PERIOD (OTHER STRUCTURES)	RIGHT START™ NON-PRORATED WARRANTY PERIOD (SINGLE-FAMILY)	RIGHT START™ NON-PRORATED WARRANTY PERIOD (OTHER STRUCTURES)	ALGAE RESISTANCE COVERAGE	LOW SLOPE COVERAGE	WIND WARRANTY COVERAGE & SPEED
 Emerald Pro	Limited Lifetime [Dura-Seal®: 30 years]	20-50 Years	10-50 Years	10-20 Years	Products with Scotchgard™ Protector: Limited Lifetime  AR Products: 10 -15 years	10 -15 Years	15 years Enhanced Wind Warranty [automatic]: 130 mph/209 kph [Dura-Seal® shingle line: 80 mph/130 kph] [Windsor® shingle line: 140 mph/225 kph] <i>Refer to the Warranty section - Wind Damage Coverage</i>
 Shingle and Accessory Warranty	Limited Lifetime [Dura-Seal®: 25 years]	25-50 Years	7-20 Years	7-20 Years	Products with Scotchgard™ Protector: Limited Lifetime  AR Products: 5 -15 years	N/A	15 years Limited Wind Warranty: 110 mph/177 kph [Dura-Seal®: 60 mph/97 kph]  Enhanced Wind Warranty: 130 mph / 209 kph -using 4 nails [Dura-Seal®: 70 mph/113 kph] [Windsor® shingle line: 140 mph/225 kph -using 5 nails]

\*Your Choice' Shingle Warranty - Default to 'like' warranty conditions. N/A to Contractor Workmanship Period and Low Slope Coverage.





## CERTIFIED RESIDENTIAL CONTRACTOR MATERIAL WARRANTY

Thank you for choosing Malarkey Roofing Products® [Malarkey] shingles for your recent roofing project. Our Emerald Pro Warranty [the Warranty] is available exclusively through Malarkey's *Certified Residential Contractor Program* and offers customers an enhanced roofing system warranty backed by quality Malarkey products.

An eligible *Secure Choice™ Roofing System* [SCRS] consists of Malarkey shingles [see Table 1 for a complete list] and three [3] or more Malarkey accessory products, and shall be installed by a Malarkey *Emerald Pro Certified Residential Contractor* [CRC] using our latest published installation instructions and adopted building code requirements.

### THE EMERALD PRO WARRANTY: WHO AND WHAT IS COVERED

Two distinct types of *housing* are covered under the Warranty:

#### Single Family, Detached Residences

- A Malarkey SCRS approved for the Warranty comes with a LIMITED LIFETIME WARRANTY against *manufacturing defects* that adversely affect performance of the roofing system. It is offered to individual homeowners who first had the shingles installed on the single family, detached house they use as their primary residence. "Lifetime" coverage remains in effect as long as the original owner or eligible subsequent owner *maintains as their primary residence*, the house where the Malarkey SCRS was installed.

#### Other Structures

- Other types of structures excluded from Lifetime coverage include houses no longer maintained by the owner[s] as their primary residence, duplexes, townhouses, apartment buildings, condominiums, and professional buildings, such as churches, hospitals, and schools. These structures are covered against manufacturing defects for twenty to fifty [20 to 50] years based on the product listed in Table 1.

**Note:** A *one-time* transfer of the warranty to a second owner is allowed under the program [e.g., following the sale of the house or building]. See the *TRANSFERABILITY* section for more information.

### RIGHT START™ PERIOD

Malarkey roofing products are manufactured to very high standards, and because of this, every shingle's warranty period [see Table 1 below] includes a non-prorated Right Start™ Period that states:

*If any component of the SCRS is found to have manufacturing defects that materially affect performance of the system, Malarkey will either repair, replace, or pay for installation of replacement materials as necessary. The costs for tear-off and disposal of some or all of the Malarkey roofing products are included if necessary to repair your roof.*

Malarkey will not be responsible for the cost of removal and replacement of any rooftop appurtenances or equipment installations in order to conduct repairs for valid claims such as, but not limited to, solar panels.

TABLE 1

SHINGLE PRODUCT	WARRANTY PERIOD [SINGLE FAMILY]	WARRANTY PERIOD [OTHER STRUCTURES]	RIGHT START™ NON-PRORATED WARRANTY PERIOD [SINGLE FAMILY]	RIGHT START™ NON-PRORATED WARRANTY PERIOD [OTHER STRUCTURES]	ENHANCED WIND WARRANTY COVERAGE MPH [KPH]	WIND WARRANTY COVERAGE PERIOD	ALGAE RESISTANCE COVERAGE	DOLLAR LIMIT/SQ.	PRORATED REDUCTION PER MONTH
<b>3-TAB SHINGLES</b>									
Dura-Seal® AR	30 years	20 years	10 years	10 years	80 [130]	15 years	10 years	\$65	1/360
<b>LAMINATE SHINGLES</b>									
Highlander®	Lifetime	40 years	50 years	20 years	130 [209]	15 years	N/A	\$75	1/480
Highlander® AR	Lifetime	40 years	50 years	20 years	130 [209]	15 years	10 years	\$75	1/480
Ecoasis®	Lifetime	40 years	50 years	20 years	130 [209]	15 years	N/A	\$90	1/480
Vista®	Lifetime	45 years	50 years	20 years	130 [209]	15 years	N/A	\$85	1/540
Vista® AR	Lifetime	45 years	50 years	20 years	130 [209]	15 years	15 years	\$85	1/540
Legacy®	Lifetime	50 years	50 years	20 years	130 [209]	15 years	N/A	\$95	1/600
Legacy® <small>SmartGuard</small>	Lifetime	50 years	50 years	20 years	130 [209]	15 years	Lifetime	\$100	1/600
Ecoasis® Premium <small>SmartGuard</small>	Lifetime	50 years	50 years	20 years	130 [209]	15 years	Lifetime	\$160	1/600
<b>DESIGNER SHINGLES</b>									
Windsor® <small>SmartGuard</small>	Lifetime	50 years	50 years	20 years	140 [225]	15 years	Lifetime	\$200	1/600



**Malarkey Roofing Products® and related warranties stand with any in the industry. The warranty coverage includes:**

- **A Right Start™ Period:** Every Malarkey warranty includes a multi-year, non-prorated warranty period designed to protect your shingle investment for years to come. During this period shingles do not depreciate, and you enjoy 100% warranty coverage.

**Coverage Beyond the Right Start™ Period:** Once the Right Start™ Period has passed for *Single Family* structures, if any component of the SCRS is found to have manufacturing defects that materially affect performance of the system, the repair or replacement value of those components are prorated and retain 20% of their original value.

The Right Start™ Period for *Other Structures*<sup>1</sup> is split with the first twenty (20) years being non-prorated and the remainder of the warranty period, prorated. The prorated value is determined by a certain percentage based on the remaining number of months in their warranty (see Table 1, last column).

Any costs in excess of the prorated adjustment are the owner's responsibility. If money was already paid under the warranty, the prorated warranty value will be reduced by that amount.

### SYSTEM REQUIREMENTS

The Emerald Pro Warranty requires Malarkey shingles as well as three (3) or more Malarkey accessory products, including underlayment, starter shingles, and hip and ridge shingles. These qualified, accessory products include:

<sup>1</sup> The Right Start™ Period for Other Structures with Dura-Seal® AR shingles is split with the first ten (10) years non-prorated and the remainder, prorated.

STARTER SHINGLES	UNDERLAYMENT	ICE AND WATER PROTECTION*	HIP AND RIDGE SHINGLES*
Smart Start®	Right Start® UDL	Arctic Seal®	10" RidgeFlex®
Windsor® Starter	Secure Start® Synthetic IIne	Secure Start® HT	12" RidgeFlex®
	Arctic Seal® [full deck coverage]		EZ-Ridge®
	Secure Start® HT [full deck coverage]		EZ-Ridge® XT

\* Required when required by code or when ice and water is used in the roofing system.

\* Some contractors adapt roofing shingles to use as hip and ridge shingles. Dura-Seal® AR shingles used for hip and ridge will qualify toward the Warranty but only when Dura-Seal® AR is also the field shingle.

### WIND DAMAGE COVERAGE

Malarkey SCRS's completed by Emerald Pro Certified Residential Contractors are covered against loss from wind damage for 15 years.

**Note:** Malarkey's wind warranties apply only when shingles are properly adhered, whether by hand-sealing with asphalt roof cement conforming to ASTM D4586 or by activation of the shingles' self-sealing strips. Malarkey's maximum liability under wind warranties is, at its option, to either repair or replace blown-off shingles (including materials and labor) or be allowed the opportunity to hand-seal (or have hand-sealed) the shingles at our expense.

### ALGAE RESISTANCE COVERAGE

The Emerald Pro Warranty offers two levels of coverage against damage due to discoloration caused by the development of blue-green algae (primarily the cyanobacteria *Gloeocapsa* spp):



SHINGLES	MALARKEY SHINGLES THAT FEATURE SCOTCHGARD™ PROTECTOR FROM 3M™². [In Table 1's listing of shingles in the first column, note the Scotchgard™ logo next to their names.]	MALARKEY SHINGLES THAT FEATURE ALGAE RESISTANT (AR) PROTECTION [Shingles with "AR" next to their name in Table 1]
WARRANTY PERIOD	From the date of installation, a SCRS with these shingles has <i>lifetime</i> coverage, subject to the conditions and limitations listed below.	From the date of installation, a SCRS with these shingles has ten (10) or fifteen (15) years of coverage [depending on the shingle], subject to the conditions and limitations listed below.
COVERAGE	For the first twenty (20) years from the date of installation, for those shingles that exhibit discoloration due to blue-green algae, we will cover the cost, including labor [as reasonably determined by Malarkey], to repair or replace the <i>affected</i> shingles, or simply pay the owner an amount not exceeding the cost of the originally installed, affected shingles.	For the first five (5) years of the AR algae warranty, claims meeting all warranty requirements, Malarkey may, at its discretion, repair or replace the <i>affected</i> shingles, or simply pay the owner an amount not exceeding the cost of the originally installed, affected shingles.
PRORATION	After twenty (20) years, Malarkey's maximum repair or replacement payment obligation is <i>prorated</i> , based on the number of months elapsed in the warranty period.	After five (5) years, Malarkey's maximum payment will be <i>prorated</i> , the value determined by a certain percentage based on the remaining number of months in the warranty.
REQUIREMENTS	Malarkey shingle systems with Scotchgard™ Protector also require hip and ridge shingles with algae protection, and both Malarkey's EZ-Ridge® and RidgeFlex® products feature Scotchgard™ Protector.	Malarkey AR shingles also require hip and ridge shingles³ with algae protection, and both Malarkey's EZ-Ridge® and RidgeFlex® products feature Scotchgard™ Protector.
MAXIMUM LIABILITY	For claims meeting all warranty requirements, Malarkey's maximum liability under this warranty is, at its option, to repair or replace the defective shingles or pay the owner an amount not exceeding the DOLLAR LIMITS expressed in Table 1 and reasonable installation costs as defined by RS Means®.	For claims within the first five years meeting all warranty requirements, Malarkey's maximum liability under this warranty is, at its option, to repair or replace the defective shingles or pay the owner an amount not exceeding the DOLLAR LIMITS expressed in Table 1 and reasonable installation costs as defined by RS Means®. After 5 years, the payment will be prorated until the end of term listed in Table 1, <i>Algae Resistance Coverage</i> . After the warranty period expires, there is no remedy for algae on AR shingles.

² Scotchgard, the Scotchgard logo and 3M are trademarks of the 3M Company.

³ Some contractors adapt 3-tab shingles to use as hip and ridge shingles. The use of Dura-Seal® AR for this purpose will satisfy the requirements of algae resistance coverage but only when Dura-Seal® AR is also the field shingle.

## LOW SLOPE WARRANTY COVERAGE

For roofs that include low slope, Malarkey OmniSeal® Roof Systems, up to 10 squares qualify for limited warranty coverage. Specific systems include:

TYPE OF ROOF SYSTEM	MEMBRANES INCLUDED	WARRANTY COVERAGE PERIOD
System A: Two-Ply	OmniSeal® Ply and OmniSeal® Cap	10 years
System B: Two-Ply	OmniSeal® Ply and OmniSeal® Cap FR	12 years
System C: Three-Ply	OmniSeal® Base, OmniSeal® Ply, and OmniSeal® Cap	12 years
System D: Three-Ply	OmniSeal® Base, OmniSeal® Ply, and OmniSeal® Cap FR	12 years
System E: Two-Ply	Paragon® ULTRA SA Base and OmniSeal® Cap FR	15 years
System F: Three-Ply	OmniSeal® Base, Paragon® ULTRA SA Base, and OmniSeal® Cap FR	15 years
System G: Three-Ply	OmniSeal® Ply, OmniSeal® Ply, and OmniSeal® Cap FR	15 years

Warranty coverage begins from the date installation of the membranes is complete and includes any manufacturing defects discovered during the warranty coverage period[s] listed in the table above. The maximum liability will be for materials to replace the covered low slope roof system with the same or similar materials.

Rooftop components that are not part of the low slope membrane application, even if installed at the same time, are not covered by this limited warranty. Such components include but are not limited to:

- The underlying roof deck
- Insulation and related fasteners
- Vapor retarders/barriers and related fasteners
- Assorted metal work: flashing, drains, pitch pans, vents, expansion joints, etc.
- Plastic accessories
- Penetrations like skylights and hatches
- Solar photovoltaic panels
- Roof coatings
- Surfacing, ballast of aggregates/gravel

## TRANSFERABILITY

The Emerald Pro Warranty can be transferred *once* during the life of the warranty. Malarkey must be notified in writing and a warranty transfer application *completed within sixty (60) days* of real estate transfer or warranty becomes void. Transfer information shall include:

- The name, address, and phone of the original holder of the warranty
- The address where the shingles were installed
- The date of the original, completed installation
- The name, address, and phone of the Malarkey Emerald Pro Certified Contractor
- Proof of purchase
- The name and address of the new owner
- The date of title transfer

If the transfer takes place within the Right Start™ Period, the eligible new owner is entitled to the balance of the original warranty and Right Start™ Period. Lifetime warranty coverage is transferable as long as the subsequent owner maintains the home as their primary residence.

If the transfer occurs *after* the Right Start™ Period expires, the balance of the warranty is reduced to the earlier of: [1] a five (5) year period after the date of ownership change; or [2] the expiration of the Limited Lifetime Warranty. Should there be a discoverable manufacturing defect during this five (5) year period, our obligation to the eligible new owner will be based on the reasonable cost of roofing system replacement, prorated by the duration of use from the original installation date through the date of the claim.

Warranty transfer and payment information can be found online at [www.malarkeyroofing.com/warranties/emerald-pro-premium-warranty-transfer-application](http://www.malarkeyroofing.com/warranties/emerald-pro-premium-warranty-transfer-application) or by contacting Malarkey's Warranty Department at (800) 545-1191 or email: [malarkey.warrantyinquiries@holcim.com](mailto:malarkey.warrantyinquiries@holcim.com).

## REQUIRED COMPONENTS, PROCEDURES, AND STANDARDS

1. Malarkey Roofing Products® shingles and Malarkey accessory products must be installed on the structure to be eligible for the Emerald Pro Warranty.
2. All work must be completed by a Malarkey Emerald Pro or Premium Certified Residential Contractor and installed according to Malarkey's latest published installation instructions and adopted building code.
3. The building structure and roof deck must be sound, comply with all local codes and ordinances, and sufficient to support the weight of the roofing system and transient load during application.
4. The roof deck must be an acceptable substrate:
  - a. Sheathing panels shall meet adopted building code requirements and be at least 3/8" [10 mm] thick, exterior-grade plywood or 7/16" [11 mm] oriented strand board [OSB].

Malarkey strongly recommends installing sheathing when wood board decking is the existing substrate and required when boards are greater than 6" [152 mm] wide. Problems with the performance of your roofing system, such as leaks and buckling, increase if installed directly over wood board decks. Failure to use properly conditioned deck materials can result in deck movement, which can damage the roof covering and may void your warranty.
  - b. Likewise, sheathing panels should be supported, gapped and securely nailed to all framing members per APA recommendations.
  - c. Installing over existing roofing materials (i.e., re-covering) or deteriorated wood products is not acceptable. A complete tear-off is required.
5. Besides replacement of warped or rotted decking, repairs are required at other areas of roof that could lead to leaks unrelated to proper installation of the Malarkey roofing system such as deteriorated chimney mortar joints, etc.

6. Smart Start® starter shingles to be applied to both eave and rake edges of the roof.
7. Coverage will not take effect until all payments relative to this warranty have been paid in full to Malarkey, the CRC, and material supplier, including costs for warranty registration, installation, supplies, etc.
8. Warranty registration requires proof of purchase.

## EXCLUSIONS

The Emerald Pro Warranty covers only *manufacturing defects* in Malarkey shingles. It includes the Malarkey roofing shingles listed in Table 1 and related accessories sold and installed in the U.S. and Canada. Warranty claims that Malarkey determines are cosmetic in nature *are not* considered manufacturing defects. The warranty does not cover other products such as flashing and metal work or damage to shingles attributable in whole or in part to other causes including, but not limited to:

- Improper fastening or installation not in accordance with Malarkey's written instructions
- Improper ventilation
- Improper transportation, storage, or handling of shingles and/or accessories
- Installation by a contractor other than a Malarkey *Emerald Pro Certified Residential Contractor*
- Penetrations of the roofing system for installation of rooftop appurtenances (solar panels, satellite dishes, vent pipes, etc.), structural changes, or other alterations to the roof after application of Malarkey roofing products
- Inordinate traffic on the roof for any reason (equipment installation, moss and debris removal, gutter cleaning, etc.)
- Settlement, movement, distortion, failure or cracking of the roof decks, walls or foundations of the building
- Damage to shingles, roof deck, or structure due to ice damming or water backup
- Variation in color [shading] which may occur from the positioning of colored granules on the shingles
- Shading or discoloration of shingles or ridges due to algae [excluding Scotchgard™ or AR shingles as described in the *ALGAE RESISTANCE COVERAGE* section]
- Deterioration or distortion caused by moss, mold, mildew, or other vegetation, organic compounds, paints, chemicals, or similar materials
- Granule sloughing due to excessive granules on the shingles
- Impact of foreign objects
- Violent or unusual weather conditions, such as flooding, hurricanes, tornadoes, hailstorms, winds in excess of Wind Speed Limits [Table 1], or other extreme forces of nature
- Fire, acts of vandalism, and other, similar occurrences

**Note:** Malarkey continually strives to improve shingle durability and enhance our product line. In support of this, Malarkey reserves the right to discontinue or modify any of its products, including the color blend of shingles, without notice to the owner and shall not be liable to the owner as a result of this modification or discontinuance. If your shingles are no longer available, Malarkey reserves the right to provide you with substitute shingles comparable in quality, price, and color to your original shingles.

## REGISTRATION

Warranties must be filed online by your Malarkey Certified Roofing Contractor. The warranty registration fee, which will be quoted by your contractor, is payable in US dollars. Malarkey is not responsible for any additional bank fees, taxes or transactions that have been implemented by your banking institution. Please contact your local customs office or banking institutions should you have any questions.

CANADA ONLY: If you would like to pay via business cheque, please mail your payment [business cheque] to the Malarkey Corporate office Attn: Warranty Services Department.

## COMPENSATION

Malarkey may, at its sole discretion under this Emerald Pro Warranty, either: [1] issue a combination of cash and/or material credit to an existing supplier of Malarkey roofing materials; or [2] provide replacement materials only. The prorated material costs will be determined by time of use and the original cost of the SCRS at the time of original purchase.

## CLAIMS PROCEDURE

1. Claims shall be made in writing by certified or registered mail within thirty (30) days of discovery and prior to any permanent repairs [except emergency measures to prevent potential damage to the building or its contents] being made. Include proof of purchase and proof of warranty.
2. Malarkey will be given the opportunity to inspect the roof and be provided with samples before any steps are taken to repair the roof.
3. After verification the roofing materials are defective, Malarkey will perform its obligations under this warranty within forty-five [45] days of receipt of notice, unless performance is delayed by causes beyond Malarkey's control. Any cost in excess of the prorated adjustment if loss is discovered after the Right Start™ Period will be the owner's responsibility.

## SOLE AND EXCLUSIVE WARRANTY

THIS LIMITED WARRANTY IS THE ONLY EXPRESS AND/OR IMPLIED WARRANTY MADE BY MALARKEY IN CONNECTION WITH THE SALE OF ITS PRODUCTS. THE TERMS AND CONDITIONS CONTAINED HEREIN CONSTITUTE THE ENTIRETY OF YOUR LIMITED WARRANTY, REGARDLESS OF ANY FUTURE REVISIONS OF WARRANTY TERMS FOR LATER-INSTALLED SHINGLES.

NO REPRESENTATIVE OF MALARKEY OR ANY OTHER PERSON HAS ANY AUTHORITY WHATSOEVER TO ACCEPT FROM OR FOR MALARKEY, ANY ADDITIONAL OR DIFFERENT LIABILITY OR RESPONSIBILITY FOR MALARKEY PRODUCTS. NO SAMPLE WARRANTY AVAILABLE ON MALARKEY'S WEBSITE OR ELSEWHERE WHOSE TERMS AND CONDITIONS DIFFER FROM THOSE CONTAINED HEREIN WILL BE APPLICABLE TO YOUR SHINGLES.

MALARKEY SHALL NOT BE LIABLE FOR DAMAGE TO ANY BUILDING OR CONTENTS OR INJURY TO PERSONS OR FOR ANY CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THE WARRANTY OR ANY OTHER WARRANTY OR CONDITION, IMPLIED BY LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. SOME STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES; THIS EXCLUSION MAY NOT BE APPLICABLE IN ALL STATES AND PROVINCES. THIS WARRANTY GIVES SPECIFIC LEGAL RIGHTS; THERE MAY BE OTHER RIGHTS THAT VARY STATE TO STATE AND PROVINCE TO PROVINCE.

THE PARTIES AGREE THAT ANY CLAIM, DISPUTE, OR CONTROVERSY RELATING TO OR ARISING FROM THIS WARRANTY SHALL BE SUBMITTED TO BINDING ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION [OR OTHER MUTUALLY ACCEPTABLE ARBITRATOR] THEN IN EFFECT. The expenses of the arbitration shall be allocated among the parties by the arbitrator(s) as part of the award, which shall include the prevailing party's reasonable attorneys' fees and costs, including expert fees. THIS IS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

This warranty is enforceable only by the original owner named below or the eligible new owner who filed a timely warranty transfer request and received confirmation from Malarkey the transfer was accepted.

This Emerald Pro Warranty will not be valid until the Emerald Pro Certified Residential Contractor who installed the roof completes WARRANTY REGISTRATION online at [www.malarkeyroofing.com](http://www.malarkeyroofing.com), and the warranty has been accepted by Malarkey Roofing Products.

The owner and eligible new owner should retain all documents and proofs of purchase of Malarkey products for submission to Malarkey should a claim arise.

If you have questions about warranty coverage, contact your roofing contractor, Emerald Pro sales representative, or Malarkey's Warranty Department by phone at (800) 545-1191 or email: [malarkey.warrantyinquiries@holcim.com](mailto:malarkey.warrantyinquiries@holcim.com).

Malarkey's website at [www.malarkeyroofing.com/homeowners/certified-contractors](http://www.malarkeyroofing.com/homeowners/certified-contractors) is another good source of information.

### Mailing Address:

P.O. Box 17217

Portland, OR 97217

Office: 503.283.1191 | 800.545.1191 | Fax: 503.289.7644

[www.MalarkeyRoofing.com](http://www.MalarkeyRoofing.com)

### PLEASE NOTE:

**THIS IS A SAMPLE WARRANTY. IT IS YOUR CONTRACTOR'S RESPONSIBILITY TO REGISTER YOUR WARRANTY. ONCE YOU RECEIVE A WARRANTY CERTIFICATE FROM YOUR CONTRACTOR, PLEASE CALL 800.545.1191 AND ASK FOR THE WARRANTY SERVICES DEPARTMENT IF YOU WISH TO SEE A COPY OF YOUR WARRANTY.**

Rev. 01/24







Thank you for choosing  
**MALARKEY ROOFING PRODUCTS®**  
to protect your home, and help preserve our environment.

- SAMPLE -





P.O. Box 9  
 Pendleton, OR 97801  
 541.276.6529 Fax 541.276.5578

OR. Lic. # 72077 - WA. Lic. # PALMERC941D7 - ID. Lic. # RCE-28619



February 26, 2024

Umatilla County  
 Atten: Mark  
 541-913-1383  
[marktanner@umatillacounty.net](mailto:marktanner@umatillacounty.net)

## Proposal

We hereby submit specifications and estimates to: Re-roof building @ 431 SE 3rd. Pendleton

- 1.) Provide Palmer Roofing Ten Year Workmanship Warranty & Manufacturers Material/Wind Warranty.
- 2.) Remove existing roofing, clean area, and haul away all debris.
- 3.) Any structural repairs deemed necessary by building code and manufacturer warranty standards to be done and billed at \$75 a man hour plus materials.
- 4.) Install Ice and Water Shield on all drip edges and Synthetic underlayment on balance of roof.
- 5.) Install custom manufactured pre-painted edge metal, pipe flashings, w-valley, and ventilation.
- 6.) Install shingle roof system of owner's choice, per manufacturer's specifications.
- 7.) Properly flash all roof edges, valleys, dormers, chimneys, skylights, pipes and vents.

Insert "X" on selected product line	ROOF SYSTEMS	Warranty	INVESTMENT
	Malarkey Windsor	Limited Lifetime - 140 mph	\$20,113.00

**Payable as follows: 1/2 down 1/2 upon completion**

**We welcome Visa & Master Card with a 3.5% surcharge. Initial Here \_\_\_\_\_**

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. The purpose of this proposal is to formalize an agreement between the person whose name appears above and Palmer Roofing. In the event that payment is not made as stated, a 1.5% finance charge per month will be added to the remaining balance. In the event that this agreement shall be default and placed with an attorney for collection, the owner agrees to pay all attorney fees and cost of collection. If this agreement is acceptable, sign, date and return. Upon receipt of signed contract we will initiate the work as soon as possible. Palmer Roofing does not have the equipment necessary to reposition any kind of satellite dish and will not be responsible for repositioning costs.

**Note: This proposal may be withdrawn if not accepted within 5 days.**

Authorized Signature:   
 Shawn Wilson

Date: February 26, 2024

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*Thank you for the opportunity to serve your roofing needs.*





February 28, 2024

Palmer Roofing Co.

2505 Northeast Riverside Place

Pendleton, OR 97801

RE: Guardian Care Facility, Umatilla County, Oregon Re-roofing Project

431 SE 3<sup>rd</sup> Street, Pendleton, Oregon

Palmer Roofing Co. – Malarkey Certified/Approved Contractor/Applicator

To Whom It May Concern:

Palmer Roofing Co. is an acceptable Contractor and authorized to install the proposed system and the proposed application will comply with Malarkey requirements in order to qualify the project for the specified warranty, Malarkey Standard Shingle and Accessory Warranty.

If you have any questions, please contact Malarkey Technical Services.

Sincerely,

John R. Kouba

Director of Technical Services

Malarkey Roofing Products

**HEADQUARTERS**

P.O. BOX 17217  
PORTLAND, OR 97217  
T: 800 545 1191  
O: 503 283 1191  
F: 503 289 7644

**CALIFORNIA**

9301 S. GARFIELD AVE.  
SOUTH GATE, CA 90280  
T: 800 545 1191  
F: 562 806 6700

**OKLAHOMA**

3400 S. COUNCIL RD.  
OKLAHOMA CITY, OK 73179  
T: 800 545 1191  
F: 405 261 6901

[MALARKEYROOFING.COM](http://MALARKEYROOFING.COM)