



PLANNING AND BUILDING DEPARTMENT
250 FRANK H. OGAWA PLAZA. SECOND FLOOR. OAKLAND CA. 94612

**TOPICALLY APPLIED CONCRETE MOISTURE BARRIERS
AND CONVERSION TO HABITABLE SPACES**

BUREAU OF BUILDING

B23-001

REFERENCE: 2022 CRC R506.2.3, 2022 CBC 1805.2.1, 2022 CBC 1907.1

DATE: 1/17/2023

***CRC R506.2.3 Vapor Retarder.** A 10-mil polyethylene or approved vapor retarder with joints lapped not less than 6 inches shall be placed between the concrete floor slab and the base course...*

***CBC 1805.2.1 Floors.** Dampproofing materials for floors shall be installed between the floor and the base course... Where installed beneath the slab, dampproofing shall consist of not less than 6-mil polyethylene with joints lapped not less than 6 inches, or other approved methods or materials. Where permitted to be installed on top of the slab, dampproofing shall consist of mopped-on bitumen, not less than 4-mil polyethylene, or other approved methods or materials.*

***CBC 1907.1 Minimum Slab Provisions, General.** ...a 6-mil polyethylene vapor retarder with joints lapped not less than 6 inches shall be placed between the base course or subgrade and the concrete floor slab...*

Conversion of a nonhabitable building or space to a habitable building or space occurs frequently. Per CRC R506.2.3 and CBC 1907.1, a vapor retarder is required between the base course and the concrete floor slab and shall consist of 6-mil (CBC) or 10-mil (CRC) of polyethylene or other approved methods or materials. CBC 1805.2.1 indicates dampproofing, consisting of mopped-on bitumen, 4-mil polyethylene, or other approved methods or materials may be applied on top of the slab.

This directive is issued to allow the use of topically applied moisture barriers to concrete slabs in conjunction with habitable spaces provided the following are adhered to:

- This directive only applies to conversion of nonhabitable spaces to habitable spaces requiring a moisture barrier.
- The product's permeability is at most 0.09 perms for vapor transmission toward the habitable space, as tested according with ASTM E96, which is equivalent or better than that of 4-mil polyethylene (as tested with ASTM E1745).
- Technical documentation, supplied by the manufacturer, based on accredited laboratory testing, is provided clearly indicating the product meets these criteria.
- The product is installed, per its listing, by qualified individuals and per the manufacturer's instructions and special inspection is conducted by a person knowledgeable and with demonstrated history of performing such inspections on the applications of such product. Installer certification by the product manufacturer may substitute for special inspection.
- The owner agrees to hold the City of Oakland Harmless by completing and submitting a Hold Harmless Agreement to be filed with the County Recorder against the parcel for a fee in accordance with the Oakland Master Fee Schedule.

Chris Ragland
Chris Ragland (Jan 17, 2023 14:05 PST)

Jan 17, 2023

Chris Ragland
City of Oakland Building Official

RECORDING REQUIRED BY:

City of Oakland
Planning and Building Department

WHEN RECORDED MAIL TO:

City of Oakland
Planning and Building Department
250 Frank H. Ogawa Plaza, 2nd Floor
Oakland, CA 94612

THIS SPACE FOR RECORDER'S USE

Permit No.

Owner:

Address:

Parcel Number:

Subject: Topically Applied Concrete Moisture Barrier with Conversion of Non-habitable Space to Habitable Space

Date:

HOLD HARMLESS AGREEMENT
(Release of Claim)

WHEREAS, the owner has requested the subject approval for which is the property referenced above; and,

WHEREAS, the owner has requested the approval to use a topically applied concrete moisture barrier associated with a conversion of a non-habitable space to habitable space; and,

NOW, THEREFORE, in consideration of the granting of the subject approval by the City of Oakland to construct improvements on said property and other valuable consideration hereby admitted to have been received, the undersigned remise, release, and forever discharge the City of Oakland, its officers, agents and employees, and each of them, from any obligation to maintain, repair or reconstruct said building and related improvements and from any actions, causes of action, claims and demands, or whatsoever kind or thing in connection with the above described subject approval. The undersigned further agrees to indemnify and save harmless the City of Oakland, its officers, agents and employees, and each of them, from any suits, or actions brought by any person or persons, corporations, or other entities for or on account of any bodily injury, disease, or illness, including death, damage to property, real or personal, or damages of any nature, however caused and regardless of responsibility for negligence, arising in any manner due to building permit.

This agreement shall be binding upon the heirs, successors, and assigns of the undersigned owner.

IN WITNESS WHEREOF, I have hereunto set signature this day of

Applicant: _____ Date: _____

Owner: _____ Date: _____