

<p style="text-align: center;">DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT Housing - Federal Housing Commissioner</p> <p>TO: DIRECTORS, SINGLE FAMILY HOCs DIRECTORS, MULTIFAMILY HUBs</p>	<p>Series and Series Number: MATERIALS RELEASE NO: 628h (Supersedes issue dated May 15, 2003)</p>
	<p>ISSUE DATE September 7, 2007</p>
	<p>REVIEW DATE September 7, 2010</p>
<p>SUBJECT: 1. Product Bituthene Waterproofing Barrier Membrane</p> <p>2. Name and address of Manufacturer W. R. Grace and Company 62 Whittemore Avenue Cambridge, MA 02140</p>	

Data on the nonstandard product described herein have been reviewed by the Department of Housing and Urban Development (HUD) and determination has been made that it is considered suitable from a technical standpoint for the use indicated herein. This Release does not purport to establish a comparative quality or value rating for this product as compared to standard products normally used in the same manner.

This Materials Release cannot be used as an indication of endorsement or approval by HUD of the described product, and any statement or representation, however made, indicating such approval or endorsement by HUD is unauthorized. See Code 18, U.S.C. 709.

Any reproduction of this Release must be in its entirety.

USE: A waterproofing barrier membrane for concrete or masonry surfaces located in areas above and below grade, such as foundation walls and various slab applications. Bituthene membrane shall not be used in areas where it will be permanently exposed to sunlight.

DESCRIPTION:

Bituthene is a pliable waterproofing membrane containing a 0.056" thick rubberized asphalt layer bonded to a 0.004" cross laminated high density polyethylene sheet forming a single 0.060" barrier membrane. The membrane is manufactured in rolls 66.7' in length and 3' in width; the lengths are rolled and interwound with a special release paper to protect adhesive surfaces prior to application.

INSTALLATION:

The membrane shall be installed in strict conformance with the specifications and details of the manufacturer's latest Waterproofing Systems Manual BIT-092C.

PHYSICAL PROPERTIES:

W. R. Grace and Company has the physical properties of Bituthene on file with HUD.

CERTIFICATION AND LABELING:

W. R. Grace and Company must follow the quality control procedures outlined in the Production Line Quality Standards published by W. R. Grace. These policies and procedures are on file in the HUD office and must be available upon request during in-plant audit inspections.

MANUFACTURING LOCATIONS:

The product covered under this MR will be produced at the following plant:

W. R. Grace
6051 West 65th Street
Bedford Park, IL 60638
Contact: Ed Domine
Phone: 708-728-2415

WARRANTY:

Manufacturer's Warranty

W. R. Grace and Company - Conn. (GRACE) hereby warrants that for a period of five (5) years from the date of completion of installation identified above:

1. Water will not leak directly through any individual Bituthene sheet as a result of deterioration of the sheet caused by ordinary wear and tear and the effects thereof; and
2. The Bituthene sheet will bridge ruptures caused by cracking of the immediate substrate up to 1/16th of an inch wide.

If at any time during such five (5) year period the Bituthene sheet is found by GRACE not to comply with this warranty, then GRACE will supply to the owner replacement Bituthene sheet in a quantity equal to the material paid to GRACE for the original installation.

This warranty does not apply to any failure caused by or due to workmanship or improper installation of the Bituthene sheet, abuse of the Bituthene sheet, or chemical incompatibility with other materials, Acts of God, inadequate or faulty design of the subject structured or to repairs or installations made by other persons. In addition, this warranty does not cover any costs or expenses associated with 1) the removal, excavation or replacement of any material in connection with the testing, repair, removal or replacement of the Bituthene sheet, and 2) damages or repairs of any kind or nature to the subject building or its contents from leaking water or otherwise.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY AND ALL OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES OF THE OWNER FOR ANY BREACH OF THIS WARRANTY SHALL BE LIMITED TO THOSE HEREIN PROVIDED TO THE EXCLUSION OF ANY AND ALL OTHER REMEDIES. GRACE SHALL NOT BE LIABLE IN ANY CASE FOR ANY DAMAGE TO THE BUILDING OR THE CONTENTS THEREOF, NOR WILL IT BE RESPONSIBLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PENAL DAMAGES. NO AGREEMENT CARRYING OR EXTENDING THE FOREGOING WARRANTY REMEDIES WILL BE BINDING UPON GRACE UNLESS IN WRITING, SIGNED BY A DULY AUTHORIZED OFFICER OF GRACE.

Contractor or Installer's Warranty

Installer shall be required to furnish the owner, in writing, his/her properly executed warranty against defective workmanship for a period of one (1) year. Installer shall further certify that installation of barrier membrane has been made in strict accordance with manufacturer's printed instructions.

This warranty does not relieve the builder, in any way, of responsibility under the Builder's Warranty required by the National Housing Act or under any provisions applicable to any other housing program.

MANUFACTURER'S RESPONSIBILITIES:

Issuance of this Materials Release (MR) commits the manufacturer to fulfill, as a minimum, the following:

1. Produce, label and certify the material, product or system in strict accordance with the terms of this MR.
2. Provide necessary corrective action in a timely manner for all cases of justified complaint, poor performance or failure reported by HUD.

3. When requested, provide the FHA Standards, Office of Manufactured Housing Programs, HUD Headquarters, with a representative list of properties, in which the material, product or system has been used, including complete addresses or descriptions of locations and dates of installation.
4. Inform HUD in advance of changes in production facilities, methods, design of the product, company name, ownership or mailing address.

EVALUATION:

This MR shall be valid for a period of three years from the date of initial issuance or most recent renewal or revision, whichever is later. The holder of this MR shall apply for a renewal or revision 90 days prior to the Review Date printed on this MR. Submittals for renewal or revision shall be sent to:

U. S. Department of Housing and Urban Development
FHA Standards, Office of Manufactured Housing Programs
451 7th Street, SW, Room 9168
Washington, DC 20410-8000

Appropriate User Fee shall be sent to:

U. S. Department of Housing and Urban Development
Miscellaneous Income – Technical Suitability of Products Fees
Bank of America
P. O. Box 198762
Atlanta, GA 30384-8762

The holder of this MR may apply for revision at any time prior to the Review Date. Minor revisions may be in the form of a supplement to the MR.

If the Department determines that a proposed renewal or supplement constitutes a revision, the appropriate User Fee for a revision will need to be submitted in accordance with Code of Federal Regulations 24 CFR 200.934, "User Fee System for the Technical Suitability of Products Program," and current User Fee Schedule.

CANCELLATION:

Failure to apply for a renewal or revision shall constitute a basis for cancellation of this MR. HUD will notify the manufacturer that the MR may be canceled when:

1. conditions under which the document was issued have changed so as to affect production of, or to compromise the integrity of the accepted material, product, or system,

2. the manufacturer has changed its organizational form without notifying HUD, or
3. the manufacturer has not complied with responsibilities it assumed as a condition of HUD's acceptance.

However, before cancellation, HUD will give the manufacturer a written notice of the specific reasons for cancellation, and the opportunity to present views on why the MR should not be canceled. No refund of fees will be made on a canceled document.

This Materials Release is issued solely for the captioned firm, and is not transferable to any person or successor entity.
