



CLSB Alerts Contractors to New Regulations and Laws

Regulations effective December 30, 2009; law changes effective January 1, 2010

The Contractors State License Board (CSLB) is alerting contractors to new regulations and laws that become effective January 1st, that may impact their business operations.

Legislation passed by the legislature and signed into law by Governor Schwarzenegger in 2009 made changes in the California Business & Professions (B&P) Code to increase the penalties for contracting without a license; eliminate sanctions against unlicensed owner-builders; and modify mechanic's lien notification (which takes effect in 2011). Changes to the California Code of Regulations that were approved by the Office of Administrative Law become effective December 30, 2009, and make changes to the C-45 Sign and C-46 Solar license classifications; re-examination for original licenses and added classifications; and definitions of contractor advertising.

Significant 2009 legislative changes to the B&P Code include:

- **Penalties for Unlicensed Contracting Increased AB 370 (Eng) Business & Professions Code § 7028 and 7028.16**

This bill increases the penalties for contracting without a license for those who perform works of home improvement valued at \$500 or more for labor and materials. Those convicted of a first offense will be subject to up to \$5,000 in fines, and/or up to six months in county jail. For a second offense, those contracting without a license could face fines of up to 20 percent of the payments they received, or up to \$5,000, whichever is greater, and not less than 90 days in county jail. A third offense for contracting without a license will be subject to between \$5,000 and \$10,000 in fines or 20 percent of payments made to the unlicensed contractor, whichever is greater, and up to one year in county jail. This bill also amends the law to include that a person who used the services of an unlicensed contractor is considered a victim of a crime and eligible for restitution, regardless of whether that person knew the contractor did not have a license. (Amended Stats 2009 ch 319 § 1 and 2, effective January 1, 2010.)

Continued on page 4

OAL Approve CSA Recommended Change to C-45 Definition

California's Office of Administrative Law (OAL) has approved a clarification of the definition of a C-45 "Electrical Sign Contractor." The clarification was suggested to the Contractors' State License Board (CSLB) by the California Sign Association. Once the CSLB approved the new language, it was sent to the OAL for final dispensation.

Prior to adoption of these changes, CSA found that some cities and counties were interpreting the California Code of Regulations too literally. Some municipalities were not approving work being proposed by C-45s because there was no electrical work to be performed and the old language made no provisions for non-electrical signage. The new language reads as follows (emphasis added):

832.45. Class C-45 – Electrical Sign Contractor

A sign contractor fabricates, installs, and erects electrical signs, including the wiring of such electrical signs, and non-electrical signs, including but not limited to: post or pole supported signs, signs attached to structures, painted wall signs, and modifications to existing signs.

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■ MARCH MEMBERSHIP DINNER MEETINGS

Lunch with Lori Anderson, President & CEO of ISA



Join your sign industry colleagues for an informal luncheon meeting with the President & CEO of the International Sign Association (ISA), Lori Anderson. Come and learn what ISA is doing on the national front to protect your business from unwarranted government intrusion. Learn what ISA is doing relative to the catastrophic pole sign failure issue. Find out what is going to be happening at the ISA Expo in 2010 (Orlando) and 2011 (Las Vegas). Hear what other projects are currently being undertaken by ISA that are designed to enhance your business.

ISA will host the luncheon on Wednesday, March 3 at the Orange County Mining Co. Restaurant in Orange, CA. Doors open at 11:30 am; lunch will be served at 12 Noon. Registration is \$35 per person. To reserve your spot, call (916) 932-0021 or email info@calsign.org. Registration forms are also available for download at www.calsign.org, and be sure to visit our Meetings page.

Dinner Meetings featuring “Glass Graphics: The Joy of Signs”—The art of the neon sign by Bill Concannon



Our March Dinner Meetings will feature Bill Concannon, a neon artist and licensed electrical sign contractor, with an illuminating presentation on “Glass Graphics: The Joy of Signs”.

All neon tubes are hand made of glass. The craftsmen—the “tube benders”—who make them are the last people on the planet to make hand-made electric lamps out of glass for commercial application. Until the very recent development of sign software, design principles and fabrication techniques for neon signs were handed down orally from one generation to the next. The neon sign is the graphic industrial folk art of the last half of the 20th century, and since the 1960’s has been added to vocabulary of modern sculpture. Despite the ascendancy of the LED, the neon sign refuses to die!

Bill Concannon has been making neon signs since 1973 and exhibiting neon sculpture since 1977. He has taught neon sculpture at the Pilchuck Glass School and currently teaches at the Academy of Art University in San Francisco. He lives and works in Crockett, California where he sometimes makes neon for the motion picture industry working on projects as diverse as the Star Wars and Star Trek series, the recent Gus Van Sant movie about the life of Harvey Milk, and the notorious “Howard the Duck.”

The NorCal Meeting will be held at the Englander Pub in San Leandro, CA, on Thursday, March 18. The SoCal Meeting will be at El Torito Restaurant in Hawthorne, CA on Wednesday, March 24. For both meetings, a no-host cocktail reception begins at 5:00 pm, dinner will be served at 6:00 pm, and the evening’s program will follow. Registration is \$35 per person. To register, call (916) 932-0021 or email info@calsign.org. Registration forms are also available for download at www.calsign.org, click on the Meetings page.

For all our meetings, remember that if you bring a Prospective Member, both you and the prospect eat free. For details, call Brad Walker at (916) 932-0021 or email bradw@calsign.org.

■ JANUARY DINNER MEETING RECAP

CSA Members Get Marketing Lesson in Citizen 3.0

A packed house in Oceanside and a sizeable turnout in Oakland were on hand to acquire marketing tips from San Diego State University professor Heather Honea last month. Dr. Honea addressed members of the California Sign Association at their first Membership Meetings of the year. "I was lucky enough to see Dr. Honea's presentation twice," CSA Executive Director Brad Walker noted. "Every attendee at both meetings commented to me how great the presentation was and how much they learned."



YESCO was well represented in Oceanside.



1st V.P. Rocky serves as the evening Master of Ceremonies in SoCal.

During the course of her presentation, Dr. Honea enlightened those in attendance of how the internet is changing how businesses market their products and services to customers. She specifically emphasized how the Y Generation shops for the goods and services they are seeking.

During the course of her presentation, Dr. Honea revealed those in attendance with myriad stories of how companies are using interactive internet marketing to sell their products. One example cited was a well-known shoe manufacturer that sells shoes to shoppers after letting the buyers design every aspect of the shoes they are purchasing—up to and including the color of thread used to stitch the pieces together.

Fifty CSA members attended the Oceanside meeting on January 13 while another twenty-five were in attendance in Oakland. At the conclusion of the presentation, Immediate Past President Skip Moore stated, "While I come from a traditional sign business and am probably considered 'old-school' in my ways, Heather has helped me realize that Bill Moore & Associates needs to take a refreshed approach in today's web-savvy marketplace."



It was a full house in Oceanside.

CSA President Steve Jones added, "Heather's presentation reminded me of the need to look to experts from outside our industry to help us remember that there is a lot more to our world than signs. There are forces at work all around us that impact our business. In this information age, we can either choose to stay abreast of advances in technology, or literally be left behind."

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- **Owner-Builder Law Clarified**
SB 821 (Senate Business, Professions & Economic Development Committee) Business & Professions Code § 7028.7, 7044, 7044.01, 7108.5 (repeal and add), 7159, 7159.5, and 7159.14.

This bill deletes the provision under existing law that a person who violates the law by engaging in work as an owner-builder without a contractor license (or an exemption from licensure) is prohibited from obtaining a contractor license for a period of one year following the violation. In addition, the bill includes clean-up language for several provisions of Contractors State License Law, making technical, nonsubstantive changes to those provisions. (Amended Stats 2009 ch 307 § 69-76, effective January 1, 2010.)

- **Mechanic's Lien Notices (Effective 2011)**
AB 457 (Monning) Civil Code § 3084 and 3146
This bill provides that the definitions of "claim of lien" and "mechanic's lien" are the same. It also requires that a Notice of Mechanic's Lien be served on the owner or person believed to be the owner of the property or on the construction lender or original contractor, and that a "proof of service affidavit" to the above mentioned party or parties be completed and signed by the person serving the Notice of Mechanic's Lien. Failure to serve the mechanic's lien and confirm a proof of service affidavit will cause the mechanic's lien to be unenforceable. (Amended Stats 2009 ch 109 § 1 and 2, effective January 1, 2011.)

Following are the California Code of Regulations changes approved by the Office of Administrative Law:

- **C-45 "Electrical Sign Contractor" changed to Sign Contractor**
California Code of Regulations § 832.45
This change in the regulation adds non-electrical signs including, but not limited to, those now covered by the regulation. (Authority cited: Business & Professions Code § 7008 and § 7059. Reference: Business & Professions § 7058 and § 7059.) See the new updated definition in the sidebar.
- **C-46 Solar Contractor references to "Exam Development" and "Active System" definition Deleted**
California Code of Regulations § 832.46
This change in the regulation deletes obsolete

reference to the classification being issued when an exam is developed, and changes references from "active" solar energy systems to "thermal and photovoltaic" solar energy systems and removes the definition of "active" systems. The updated language reflects current terminology and is more general to allow for future innovations in the field. (Authority cited: Business & Professions Code § 7008 and §7059. Reference: Business & Professions § 7058 and §7059.)

- **Re-Examination Section Repealed**
California Code of Regulations § 842
This change in regulation repeals Section 842, which allowed an applicant for an original license, additional classification, or change of qualifier that failed the exam or failed to take it to apply for re-examination twice within 90 days of notification of the failure. This section was inconsistent with B&P Code Section 7074 that allows unlimited re-examination within 18 months of the Board's acceptance of the application. (Authority cited: Business & Professions Code § 7008. Reference: Business & Professions Code § 7065, §7074, and §7137.)
- **"License Number in Advertising" changed to Advertising Defined**
California Code of Regulations § 861
This change in the regulation adds "electronic transmission" to what constitutes an advertisement and changes the title of the regulation to "Advertising Defined," from "License Number Required in Advertising," to more accurately reflect the regulation's content. Also, the exemption provision was deleted, as statute does not give the Registrar the authority to grant such exemptions. (Authority cited Business & Professions Code §7008. Reference: Business & Professions Code § 7030.5)

Look for these law and regulation changes in the 2010 edition of CSLB's California Contractors License Law & Reference Book scheduled for release in early January, which can be accessed on the CSLB Web site: www.cslb.ca.gov. Regulatory changes to the classifications will also be updated in CSLB's publication Description of Classifications, which is also available at www.cslb.ca.gov or by calling 1-800-321-CSLB.

Source: Contractors State License Board.

Quote of the Month

"If you are as happy, my dear sir, on entering this house as I am in leaving it and returning home, you are the happiest man in this country."

~James Buchanan to Abraham Lincoln, 1861

■ HR CORNER Compensation Policies and Update on COBRA

Exempt Status and Partial Day Absences

The California Division of Labor Standards Enforcement (DLSE) has issued an opinion letter stating that while employers *cannot* deduct from the salary of an exempt employee for partial day absences, employers *may* deduct for partial day absences due to vacation or sickness in accordance with a bona fide plan, without causing employees to lose their exempt status. The DLSE cautioned that the employer must compensate exempt employees their full guaranteed salary for any day during which they perform work, even if there is an insufficient amount of banked leave from which a partial day absence could be applied.

The DLSE specifically repudiated its prior limitation on leave bank deductions to partial day absences of four or more hours. This opinion represents a significant break from the DLSE's prior enforcement position and likely will give California employers and employees greater flexibility in scheduling paid time off.

This is great news; make sure your policies on exempt pay reflect this change.

COBRA/ARRA extension

The bill passed 12/21 will extend the nine-month, 65 percent premium federal subsidy by another six months. The change would apply to those who are involuntarily terminated through February 28, 2010. The legislation also would provide another six months of subsidized coverage for beneficiaries whose nine-month COBRA premium subsidy has run out.

You need to make sure either you or your COBRA administrator makes all the proper adjustments and notifications. The deadline is February 17, 2010.

Source: Martin Levy, SPHR, Human Resources 4U. Human Resources 4U is a full service Human Resources consulting company specializing in small and midsize businesses. Note: This article is presented with the understanding that we are not engaged in rendering legal advice. If legal advice is required, the services of a competent attorney should be sought.

Notice from State Fund

Beginning in 2010, your members will see a new Labor Enforcement and Compliance (LEC) surcharge on their workers' compensation policies. The LEC surcharge, signed into law as part of state bill ABX4-12 (2009), will fund the Division of Labor Standards Enforcement (DLSE), an agency that works to ensure compliance with wage and hour standards. All California workers' compensation carriers are required to collect this surcharge from their policyholders.

The LEC surcharge takes effect for policies incepting on or after January 1, 2010. The amount that insurers are required to collect for this surcharge is a factor of 0.001924 of an employer's premium. For more information about surcharges, go to <http://www.scif.com/pdf/e15311.pdf> or call your workers' compensation insurance agent.

Educational Seminar

CSA Education & Training Committee presents

Electrical Sign Service and Troubleshooting

This full day seminar will feature the most current techniques and know-how on service & troubleshooting of all types of electrical signs, from fluorescents to neon to LED and more.

SAVE THE DATE!

April 21

Southern California Seminar • Ontario, CA

April 29

Northern California Seminar • Sacramento, CA

More details & information to come. Be sure to check your email, visit www.calsign.org or call (916) 932-0021.

You Can Fight City Hall and Win— and Get Your Money Back!*

By Jeff Aran, CSA Legal Counsel

It takes patience and perseverance, but you can fight city hall—and win.

One of the more amazing recent cases was *Blazing Bagels v. City of Redmond*.¹

Although arising in the context of temporary, portable signage, this Ninth Circuit Federal Appeals case applied Federal precedent and held that the City of Redmond's attempt to regulate certain temporary signs was an unconstitutional restriction on commercial speech because it lacked a "reasonable fit" between the city's interests in traffic safety and aesthetics, and "impermissibly discriminates against the commercial speech rights of businesses within the City in a content-based manner more extensive than necessary to serve Redmond's legitimate governmental interests." (The court also upheld a \$165,000 attorney fee award against Redmond based on violation of the plaintiff's civil rights.)

The case is significant because the Ninth Circuit includes California and because the same court also ruled in 2006 that an Oregon ordinance requiring conformance with a restrictive sign code merely upon a change of business ownership was a lawful time, place and manner restriction (i.e., *was* content-neutral).² Ninth Circuit decisions are binding on Federal District courts in California and can be "persuasive" upon California State courts.

Just the Facts

The facts are simple: Blazing Bagels hired an employee to stand on a sidewalk wearing a sign that read: Fresh Bagels—Now Open. The city did not like the taste of this innocuous signage and ordered Blazing Bagels to cease and desist. In response, Blazing Bagels baked up a lawsuit against the city. The city ordinance listed ten exempt categories of signage, including construction signs, political signs, real estate signs, school signs, and temporary window signs. The city contended and the parties agreed that the city's goals of traffic safety and aesthetics were substantial governmental interests as a matter of law.³ But they disagreed as to whether the city playing favorites with certain messages and the means of expression was lawful.

Four-Part Legal Test

The US Supreme Court (and California Supreme Court) has adopted a four-part test, commonly known as the *Central Hudson* test, to determine the constitutionality of commercial speech regulations:

That standard asks (1) "whether the expression is protected by the First Amendment," which means that the expression "at least must concern lawful activity and not be misleading"; (2) "whether the asserted governmental interest is substantial"; if yes to both, then (3) "whether the regulation directly advances the governmental interest asserted"; and (4) "whether it is not more extensive than is necessary to serve that interest." Gerawan Farming v. Kawamura (2004) 33 Cal.4th 1, 20-24. Central Hudson v. Pub Serv. Commsn (1980) 447 US 557, 561.

Unless a city can show a "substantial interest" in regulating signs—and then show its reason directly advances that interest in a manner that is "not more extensive than necessary"—the regulation will be found unconstitutional.

Usually, it is the third and fourth prongs of the *Central Hudson* test at issue. These prongs require consideration of the fit between the city's legislative ends and the means chosen to accomplish those ends. The analysis requires a city to show that the regulation directly and materially serves the governmental interest. The burden is not satisfied by mere speculation and conjecture, but rather a governmental agency must demonstrate that the harms it recites are real and that the restriction will in fact alleviate them to a material degree. *Lorillard Tobacco v. Reilly* (2001) 533 US 525, 555.

For example, in Cincinnati, Discovery Network published a free magazine advertising adult programs, which was dispensed from freestanding news racks located on city sidewalks. The city ordered Discovery Network to remove its news racks pursuant to an ordinance prohibiting distribution of commercial handbills on the public right of way. The city stated its goal was to ensure safe streets and regulate visual blight.

The US Supreme Court held that Cincinnati's regulation failed the third and fourth prongs because it would have only a minimal effect on safety and aesthetics, given all the other news racks in the city. The Court held such a minimal incremental increase in aesthetics and safety was of "paltry" benefit and not material enough to warrant the restriction on speech, i.e., a minimal benefit will not support a restriction of free speech. *Cincinnati v. Discovery Network* (1993) 507 US 410.

Nor will speculation of harm justify a limitation on the exercise of the right of free speech. "Regulations affecting protected First Amendment activities must be justified by something more than 'mere legislative preferences or beliefs respecting matters of public convenience.'" *Schneider v. State* (1939) 308 US 147, 161; *Sussli v. San Mateo* (1981) 120 Cal.App.3d 1, 9.

The *Blazing Bagels* court didn't bother analyzing whether the regulation "directly advanced" the governmental interest, but instead jumped straight to the fourth *Central Hudson* prong and found the city's ban too restrictive, i.e., that it was "more extensive than necessary to serve the governmental interest" because there was no reasonable fit between the restriction and the goal.

The court held Redmond's list of exemptions were all content-based. "Different signs are treated differently [based] entirely on a sign's content. The city has failed to show how the exempted signs reduce vehicular and pedestrian safety or besmirch community aesthetics any less than the prohibited signs...[T]he City's use of a content-based ban rather than valid time, place and manner restriction indicates the City has not carefully calculated the costs and benefits associated with the burden on speech imposed by its discriminatory, content-based prohibition."

"Here, the City has protected outdoor signage displayed by the powerful real estate industry from an ordinance that unfairly restricts the First Amendment rights of, among others, a lone bagel shop owner." The court went so far as to state the exempted signs were "no less a threat to vehicular and pedestrian safety and community aesthetics than the ambulant bagel advertisement."

So there you have it—in plain English no less—concise guidance from the court that an ordinance which bans a medium of expression for some but allows it for others similarly situated is an unconstitutional content-based regulation and, therefore, not a reasonable fit between the restriction and the goal. Because the ban could not be severed from the rest of the ordinance and leave the remainder viable, the court invalidated the entire ordinance.

California Perspective

Practically every sign ordinance makes these artificial and capricious distinctions; now you can argue with confidence that such exemptions—whether for temporary or permanent signs—are clearly unlawful and unenforceable. Counterbalancing the government's right to regulate signs is the right of a property owner to make a reasonable use of his land or the right of a business person to conduct a business. The right to advertise is a property right. (*Serve Yourself Gas etc. Assn. v. Brock*, 39 Cal. 2d 813, 819; *Carlin v. Palm Springs* (1971) 14 Cal.App.3d 706.) The right to advertise also represents the exercise of the right of free speech. (*McKay Jewelers, Inc. v. Bowron*, (1942) 19 Cal. 2d 595, 605.) The right of free speech necessarily embodies the means used for its dissemination. (*Wollam v. Palm Springs* (1963) 59 Cal. 2d 276, 284.).

As a matter of law, signage rights are speech and property rights, for which any wrongful denial or loss thereof or enforcement against constitutes irreparable harm and denial of civil rights. You can fight city hall—and win!

¹ *Ballen; Nice Tie, Inc., dba Blazing Bagels v. City of Redmond* (9th Cir 2006) 466 F.3d 1020.

² *GK Travel v. City of Lake Oswego* (9th Cir 2006) 436 F.3d 1064

³ This is not always a given, depending on the circumstances; and care should be taken not to concede these points. However, the Supreme Court has held they are "substantial government goals."

*First printed April 2007. Updated February 2010.

Did You Know... that you may ask a city or county to notify you when a sign ordinance will be changed?

Government Code Section 65945 provides:

(a) At the time of filing an application for a development permit with a city or county, the city or county shall inform the applicant that he or she may make a written request to receive notice from the city or county of a proposal to adopt or amend any of the following plans or ordinances:

- (1) A general plan.
- (2) A specific plan.
- (3) A zoning ordinance.
- (4) An ordinance affecting building permits or grading permits.

The applicant shall specify, in the written request, the types of proposed action for which notice is requested. Prior to taking any of those actions, the city or county shall give notice to any applicant who has requested notice of the type of action proposed and whose development project is pending before the city or county if the city or county determines that the proposal is reasonably related to the applicant's request for the development permit. Notice shall be given only for those types of actions which the applicant specifies in the request for notification.

The city or county may charge the applicant for a development permit, to whom notice is provided pursuant to this subdivision, a reasonable fee not to exceed the actual cost of providing that notice. If a fee is charged pursuant to this subdivision, the fee shall be collected as part of the application fee charged for the development permit.





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PROJECT: STRUCTURAL TECHNOLOGY 7827 CONVOY COURT, SUITE 406, SAN DIEGO, CA SHEET: 1 OF 1
 PROJECT NO.: 090100 DATE: 02/02/10
 CLIENT: SIGNENGINEER.COM DESIGNER: WJ DATE: 02/02/10

DESCRIPTION: SIGN STRUCTURE
 DATE: 02/02/10
 DRAWN BY: WJ
 CHECKED BY: WJ

Wind Speed (mph)	Exposure	TP
20	C	TP 1
25	C	TP 2
30	C	TP 3
35	C	TP 4
40	C	TP 5
45	C	TP 6
50	C	TP 7
55	C	TP 8
60	C	TP 9
65	C	TP 10
70	C	TP 11
75	C	TP 12
80	C	TP 13
85	C	TP 14
90	C	TP 15
95	C	TP 16
100	C	TP 17
105	C	TP 18
110	C	TP 19
115	C	TP 20
120	C	TP 21
125	C	TP 22
130	C	TP 23
135	C	TP 24
140	C	TP 25
145	C	TP 26
150	C	TP 27
155	C	TP 28
160	C	TP 29
165	C	TP 30
170	C	TP 31
175	C	TP 32
180	C	TP 33
185	C	TP 34
190	C	TP 35
195	C	TP 36
200	C	TP 37
205	C	TP 38
210	C	TP 39
215	C	TP 40
220	C	TP 41
225	C	TP 42
230	C	TP 43
235	C	TP 44
240	C	TP 45
245	C	TP 46
250	C	TP 47
255	C	TP 48
260	C	TP 49
265	C	TP 50
270	C	TP 51
275	C	TP 52
280	C	TP 53
285	C	TP 54
290	C	TP 55
295	C	TP 56
300	C	TP 57
305	C	TP 58
310	C	TP 59
315	C	TP 60
320	C	TP 61
325	C	TP 62
330	C	TP 63
335	C	TP 64
340	C	TP 65
345	C	TP 66
350	C	TP 67
355	C	TP 68
360	C	TP 69
365	C	TP 70
370	C	TP 71
375	C	TP 72
380	C	TP 73
385	C	TP 74
390	C	TP 75
395	C	TP 76
400	C	TP 77
405	C	TP 78
410	C	TP 79
415	C	TP 80
420	C	TP 81
425	C	TP 82
430	C	TP 83
435	C	TP 84
440	C	TP 85
445	C	TP 86
450	C	TP 87
455	C	TP 88
460	C	TP 89
465	C	TP 90
470	C	TP 91
475	C	TP 92
480	C	TP 93
485	C	TP 94
490	C	TP 95
495	C	TP 96
500	C	TP 97
505	C	TP 98
510	C	TP 99
515	C	TP 100

1. CONCRETE F-1500 PG. 10
 SPECIAL INSPECTION NOT REQUIRED.
 2. FORM STEEL WITH A36 GRADE B.
 3. REINFORCING STEEL WITH A36 GRADE B.
 4. SIGN CABINET TRAY SHALL BE FABRICATED IN THE SHOP OF AN APPROVED FABRICATOR.
 5. SOIL PASSIVE PRESSURE BASED ON DRY 12% MOISTURE CLASS.
 6. FOR OTHER SPECIAL INSPECTION NOT REQUIRED.
 7. SITE IS NOT SUBJECT TO WIND SPEED EFFECT (WINDS AS DEFINED IN SECTION 1.2.2 OF ASCE 7-02) CONTACT ENGINEER FOR RECORD OF SOIL EFFECTS AND RECORD.
 8. PROVIDE COVE AWAY FROM BASE OF PILES.
 9. CALCULATIONS OF SIGN AREA BASED ON WORST CASE LOAD TO 1" OF PILES.
 10. PROVIDE DETAILS.

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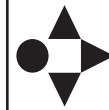
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Consider this... **Mardi Gras**

Mardi Gras (Fat Tuesday) is the last day of Carnival, the Christian season that begins on January 6 with the Feast of the Epiphany, or Twelfth Night. It marks the final day of revelry before Ash Wednesday, the beginning of the Christian period of Lent. Because it's always 47 days before Easter, a movable feast that can fall on any Sunday between March 23 and April 25, the date of Mardi Gras changes every year.

New Orleans Mardi Gras facts:

- Krewe, or Carnival Clubs, independently schedule and coordinate their own parades; the city governments' involvement is limited to the issuing of permits.
- By law, float riders must always have a mask on, however on the day of Mardi Gras masking is legal for everyone.
- In 1892, the King of Carnival selected the Mardi Gras colors of green (faith), purple (justice) and gold (power).
- The "throws" or trinkets (read: beads) that float riders toss to the crowds is a tradition that began in the 1870s.



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■ STATE FUND HazCom or HazMat, What's the Difference?

Many employers are confused about the difference between a Hazard Communication Program (HazCom, sometimes referred to as HCP) and a Hazardous Material Program (HazMat). Both the HazCom and the HazMat Programs are vital to a safe and healthy workplace and environment. Employers who know the difference between the two programs and comply with both can protect their workers and themselves and avoid possible citations.

Put simply, a HazCom or "Right to Know" Program ensures that employees have access to information on the chemicals they use in the workplace. Cal/OSHA's HazCom standard is a health and safety regulation that requires employers to provide workers with information and training on the characteristics, hazards, and uses of chemicals in the workplace. HazMat Programs are environmental regulations governing the storage, handling, treatment, and/or disposal of hazardous materials used or produced in facilities.

Under the HazCom regulation, chemical manufacturers must label their products with detailed hazards and characteristics and provide Material Safety Data Sheets (MSDSs) with this information. Employers must inventory their chemical storage and

use, and ensure that MSDSs for all chemicals in the facility are available to employees. Employers should document their inventory and labeling systems, MSDS access, training methods, and responsibilities in a written document or HazCom Program.

Current, accurate MSDSs must be maintained for each of the hazardous chemicals in the workplace. The MSDS collection and the written HazCom Program must be made available to employees during their work shifts. Employees require training on the hazards, health effects, protective equipment and devices, proper use, handling, and storage of the hazardous chemicals in the workplace. Training must be given when employees are new to an assignment or when new hazards are identified. The HazCom Program and the training must cover both routine and non-routine tasks and chemicals.

Note: A Proposition 65 Warning provides information on the hazards of any substance included in Title 22, California Code of Regulations §12000 (Safe Drinking Water and Toxic Enforcement Act of 1986). Proposition 65 information should be included in a HazCom Program.

To comply with the Hazardous Materials standard (HazMat), facilities must inventory the chemical amounts

stored and used on site. Based on the type and amount of hazardous materials, facilities may be required to submit and follow a Hazardous Materials Business Plan (HMBP) with local government agencies (**Note:** One chemical inventory can be used for the HMPB and HazCom Program, but the HMBP requires chemical amounts while the HazCom Program inventory does not). HMBP's require facilities to evaluate, document, and train employees on material storage, use, and emergency procedures for spills and fires. Employers must properly label, collect, dispose, and track hazardous materials through recordkeeping.

Because of the confusion between HazCom and HazMat Programs, Cal/OSHA often cites employers for deficiencies in their required HazCom Program. Common citations include not having a written program, not having a chemical inventory, and improper labeling. Employers should develop and maintain a written HazCom Program that includes a list of hazardous substances used and/or stored in the workplace. Labeling procedures must be outlined and the employer must ensure that secondary containers (even pipes containing hazardous substances) are properly labeled.

Source: State Compensation Insurance Fund.

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