

About “Write It Right – A Guide for Automotive Repair Dealers”

This publication is intended to help your business with customer transactions. It covers all aspects of automotive repair, including auto body work, as well as Smog Check program services.

The Automotive Repair Act mandates automotive repair dealers follow specific requirements when conducting business with their customers. In short, these requirements are as follows:

- Keep the customer informed.
- Perform only those repairs authorized by the customer.
- Maintain a written record of all work performed and parts supplied.
- Give copies of estimates and final invoices to the customer.

Remember, the “Write it Right” is only a guide. It is your responsibility to comply with the Automotive Repair Act and related laws and regulations. A current copy of the applicable laws and regulations can be found on our Web site at www.bar.ca.gov.

If you have any questions, please contact the nearest BAR field office.

Bureau of Automotive Repair

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Publishing Information

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Additional paper copies may be obtained by calling toll-free 800.952.5210. An electronic version is available at www.bar.ca.gov.

Documentation Requirements

Written Estimate/Work Order

1. Who is the customer?

The customer is the person presenting a motor vehicle for repair and authorizing the repairs to that motor vehicle. *B&P §9880.1(j)*¹

2. What must be on a written estimate?²

The written estimate must contain a description of the specific job, the estimated price for parts and labor, and the vehicle's odometer reading. All parts supplied must be identified as new, used, rebuilt or reconditioned. This should help the consumer understand what was purchased. *B&P §9884.7(a)(2)*, *B&P §9884.9*, *CCR §3353*³

Note: » Auto body repairs have additional requirements.
See page 16.

3. How are the repairs authorized?

Authorization shall consist of the customer's signature on the estimate/work order taken before repair work begins (*CCR §3303(j)*). After the customer authorizes the repairs, your copy of the estimate becomes a work order. The customer must receive a copy of the signed document at the time of the signature. *B&P §9884.9(a)*, *§9884.7(a)(3)*, *CCR §3353*

Note: » Also see "Unusual Circumstances" on page 3.

4. Does the estimated price have to include the sales tax?

No, tax is added when the job is completed.

5. Does the estimated price include the toxic waste disposal cost?

Yes, if disposal of toxic waste is applicable to the vehicle being repaired, the fee charged must be itemized separately on the estimate. If you charge a fee, your Environmental Protection Agency identification number must be printed on your estimates and invoices. *B&P §9884.8*, *§9884.9(a)*, *CCR §3356.1*

¹ *B&P* refers to the California Business and Professions Code.

² Refer to Appendix A on page 22 for a sample written estimate.

³ *CCR* refers to Title 16 of the California Code of Regulations.

Documentation Requirements

Unusual Circumstances - Estimate/Work Order

1. What are “unusual circumstances?”

Unusual circumstances are instances when the customer cannot be present to sign the initial estimate/work order during normal business hours. For example, the customer may have dropped off the vehicle at the facility prior to or after business hours and/or the vehicle may have been towed to the facility unaccompanied by the customer. *B&P §9884.9, CCR §3353(g)*

2. How do I get the customer’s authorization under “unusual circumstances?”

- Prepare a written estimate/work order before any work is initiated, including any teardown. *CCR §3353(g)(1)*
- Contact the customer by telephone, fax, or e-mail to provide all the information listed on the estimate/work order and obtain the customer’s authorization. *CCR §3353(g)(2)*
- Properly document the customer’s authorization on the work order and final invoice. *CCR §3353(g)(3)*

Note: » See page 5 for properly documenting the customer’s authorization.

REMINDER

You must obtain and properly document the customer’s authorization for the specific job before beginning the work, even when the vehicle was dropped off prior to or after hours along with a note requesting work to be performed. This note does not constitute authorization. You still need to provide an estimate for the job and obtain authorization before proceeding.

Documentation Requirements

Additional Authorization

1. Can work be performed in excess of the work listed on the estimate/work order?⁴

Only if the customer authorizes the additional work and any extra cost before initiating additional work. No charges shall be made in excess of the written estimate without authorization from the customer. *B&P §9884.9, CCR §3353(c)*

The customer may designate, in writing, another person to authorize additional repairs at the time that the initial authorization to proceed is signed. However, that person shall not be the automotive repair dealer or insurer involved in a claim for auto body repairs. *B&P §9884.9(d), CCR §3353(f)*

See required documentation for "Designation of Person to Authorize Additional Work or Parts" in *B&P §9884.9(d) CCR §3353(f)*.

2. Can I sublet the work? Who is responsible for the sublet repairs?

If you sublet work, you must include that fact on the written estimate/work order and the final invoice. You shall be responsible, in any case, for all service work in the same manner as if you or your employees had performed the repairs. At the request of the customer, you must disclose the name and location of the facility performing the sublet repairs. *B&P §9884.9(b), §9884.7(a), CCR §3359*

REMINDER

You are responsible for documenting the service work performed by the sublet facility, just as if you had performed the work. You have the option of attaching the sublet facility invoice to your own and referencing its attachment, as an alternative if the description of the work performed and the parts supplied meets with the requirements of the law.

⁴ Refer to Appendix B on page 23 for a sample work order.

3. How are additional repairs authorized and documented?

Specify on the estimate/work order the additional repairs, including parts and labor and the total extra cost. This additional work would be in excess of the original work estimated. Note how the added repairs were authorized: by phone, fax, or e-mail on the work order and final invoice. *B&P §9884.9(a), CCR §3353(c)*

- You must note the following on the work order:
 - » Date
 - » Time
 - » Name of person authorizing the additional repairs
 - » Telephone number called, if any
 - » Description of additional repairs, parts, labor and total additional cost
CCR §3353 (c)(1)
- If authorization is by fax, the returned fax document from the customer must be attached to the work order and final invoice. *CCR §3353(c)(2)*
- If the authorization is by e-mail, the returned e-mail document from the customer shall be printed and a copy attached to the work order and final invoice. *CCR §3353(c)(3)*

Documentation Requirements

Final Invoice

1. When does the customer get the invoice?

The shop must provide the customer with an invoice upon completion of the repair work. *B&P §9884.8, CCR §3356*

2. What must be on the invoice?⁵

- Your business name as registered with BAR *CCR §3356(a)(1)*
- Your address as registered with BAR *CCR §3356(a)(1)*
- Your BAR registration number *CCR §3356(a)(1)*
- An itemized description of labor that clearly explains all service work performed and any parts supplied. *B&P §9884.8, CCR §3356*
- Each part supplied must be listed in common terms so that the customer can understand what they purchased and the price of the part. You must state if each part is new, used, rebuilt, reconditioned, and whether any crash parts are Original Equipment Manufacturer (OEM) or non-Original Equipment Manufacturer (non-OEM) aftermarket. *B&P §9884.8, CCR §3356*
- Labor operations and parts must be listed even if the work is under warranty or done at no charge *B&P §9884.8, CCR §3356*
- Subtotals for parts and labor *B&P §9884.8, CCR §3356*
- Sales tax *B&P §9884.8, CCR §3356*
- Notations of additional authorization
 - » If additional authorization was verbal or by telephone, you must either make the same notations on the final invoice as that of the work order as described on page 5 or you must use the "Acknowledgement of Notice and Consent." *B&P §9884.9(a)(2), CCR §3353 (c)(1)*
 - » If additional authorization was by fax, you must attach a copy of the fax document that is signed and dated by the customer that shows the date, time of transmission, and a description of the additional repairs, parts, labor and additional cost. *CCR §3353(c)(2)*
 - » If additional authorization was by e-mail, you must attach a copy of the e-mail authorization which shows the date, time of transmission, and a description of the additional repairs, parts, labor and additional cost. *CCR §3353(c)(3)*
 - » If any, the toxic waste fee charged as stated on the original estimate and your Environmental Protection Agency number. *CCR §3356.1*

⁵ Refer to Appendix C on page 24 for a sample final invoice.

3. Do I have to return replaced parts to a customer?

Yes, if requested by the customer at the time the estimate/work order is written. There are possible exceptions to the rule. For example, you are not required to return a part if it must go back to the supplier under warranty or core arrangement. However, in these circumstances, you must offer to show the replaced part to the customer. *B&P §9884.10, CCR §3355*

4. Do I need to provide an invoice on a “no charge” or warranty repair?

Yes, you must provide an invoice to your customer even if there is no charge. All work done by an automotive repair dealer, including all warranty work, shall be recorded on an invoice and shall describe all service work done and parts supplied. *B&P §9884.8, CCR §3356*

5. When a customer gives verbal consent for additional repairs, must I always write the complete notation on the final invoice?

Yes, unless you get the customer’s signature or initials on an “Acknowledgement of Notice and Consent” which includes the language shown below. When using the “Acknowledgement of Notice and Consent,” you must document any revisions of the original estimate on the work order, as described on page 5. *B&P §9884.9(a)(2)*

I acknowledge notice and oral approval of an increase in the original estimated price.

_____ *Customer Signature or Initials*

6. How long should I keep a copy of the invoice?

The invoice, along with other records pertaining to the repair, shall be maintained and available for inspection for at least three years. Copies of estimates, invoices for parts, and sublet repairs or labor, shall be open for reasonable inspection and/or reproduction by the Bureau or other law enforcement officials during normal business hours.

B&P §9884.11, CCR §3358

TIP

If storing items electronically, remember to scan all documents that include a customer’s signature.

Teardown Requirements

Estimate to Teardown, Inspect, Report and Reassemble

1. What is a teardown estimate?

A teardown estimate is used when it is necessary to disassemble a vehicle component to find the problem and then prepare a more complete written estimate. *B&P §9884.9, CCR §3353(d)*

2. What must be included in the teardown estimate?

The teardown estimate must contain everything required for a written estimate with the addition of the following:

- The cost of the teardown estimate must include a price for reassembly and the cost of items such as gaskets, seals and o-rings, which are normally destroyed during disassembly. *CCR §3353(d)*
- The maximum time it will take to reassemble the vehicle in the event the customer does not want to have the repairs done. "Maximum" time is counted from the date of authorization for the teardown. *CCR §3353(d)*

3. What if the vehicle cannot be restored to its former condition after teardown?

If the act of teardown might prevent the restoration of the component to its former condition, you shall inform the customer of this potential prior to starting the teardown. In addition, the teardown information must be documented on the work order containing the teardown estimate before the work order is signed by the customer. *CCR §3353(d)*

REMINDER

The laws and regulations pertaining to automotive repair and the Smog Check Program can change annually. It is your responsibility to remain abreast of these changes. To obtain a current copy of BAR's laws and regulations, contact your local field office or visit www.bar.ca.gov.

Teardown Requirements

Second Estimate After Teardown

1. What do I do after I have inspected the torn down vehicle?

After inspecting the vehicle, prepare a written estimated price for a specific job. You must itemize all parts and labor required for the repair and contact the customer for authorization to proceed with the repair. *B&P §9884.9, CCR §3353(d)*

2. How is authorization obtained for the second estimate after teardown?

Authorization is obtained in the same way that any other additional work is authorized; written, oral or electronic. *B&P §9884.9, CCR §3353*

3. Do I have to follow the itemized estimate/work order exactly?

Yes, you must follow the itemized estimate/work order exactly unless you get the customer's authorization to make a change in the method of repair or parts supplied. *CCR §3353(e)*

4. What do I do if the customer decides not to have the repairs performed?

If the customer decides not to have the repair performed, reassemble the vehicle within the maximum time period written on the teardown estimate after obtaining the customer's authorization. You cannot charge any more than the price on the teardown estimate since the original estimate includes reassembly. *CCR §3353(d)*

5. What do I do if the customer decides not to have the repairs performed and reassembly is not possible?

If reassembly is not possible, you should note the change in method of repair and adjust the bill accordingly. If you have knowledge that the act of teardown might prevent the restoration of the component to its former condition, you shall write that information on the work order containing the teardown estimate before the work order is signed by the customer. *CCR §3353(d)*

Frequently Asked Questions: Automotive Repair

1. Do I have to post my labor rate per hour or have it on my estimate and/or invoice?

No, there are no laws or regulations under the Automotive Repair Act requiring you to post hourly rates or have it on the estimate and/or invoice, except for licensed Lamp, Brake or Smog Check stations.

Lamp and Brake – CCR §3307(d), Smog Check – CCR §3340.15(e)

2. Am I required to put the labor hours for a repair procedure on my estimate or final invoice?

No. However, if for example your final invoice shows that you billed three hours of labor time for a repair procedure, you must have spent three hours of labor time for that repair procedure.

3. Do I have to follow the itemized estimate/work order exactly?

Yes, you must follow the itemized estimate/work order exactly, unless you get the customer's authorization to make a change in the method of repair or parts supplied. *CCR §3353(e)*

4. Can I charge for shop supplies?

You cannot charge for items generally noted as shop supplies, miscellaneous parts, etc. You may charge only for supplies actually used on the customer's vehicle. The cost of these supplies must be included as part of the original estimate and they must be itemized on the invoice. *B&P §9884.9, CCR §3356(c)*

5. Can I use common industry-recognized acronyms when describing service work and parts on my estimates and invoices?

Your estimate need to be for a specific job, and the invoice must itemize the job in a manner so the customer can understand what was purchased. Your customer is not likely to understand that "R & R" means "Remove and Replace," or that a "TPS" is a "Throttle Position Sensor." *B&P §9884.8 and 9884.9, CCR §3353 and 3356*

Automatic Transmission Repairs

A well-maintained automatic transmission can last a long time. When problems do occur, repairs may be costly. If repairs are necessary, your customer faces decisions such as, should the transmission be repaired or replaced, should just the torque converter be replaced, or does it just need service. The customer depends on your expertise and recommendation to make this decision.

Minimum Requirements *CCR §3361.1(a)*

- Before an automatic transmission is removed from a vehicle for purposes of repair, or overhaul/rebuilding, it shall be inspected. This inspection shall determine whether or not the replacement or adjustment of any external part or parts will correct the specific malfunction of the transmission.
- In the case of an electronically controlled automatic transmission, the inspection shall include a diagnostic check, including the retrieval of any diagnostic codes of the electronic control module that controls the operation of the transmission.

Informing the Customer *CCR §3361.1(a)*

- If a minor service and/or replacement or adjustment of any external part can reasonably be expected to correct the specific problem, you must inform the customer prior to removal of the automatic transmission.
- Prior to removal of any transmission, all applicable guarantee or warranty must be disclosed to the customer.
- If the customer requests a rebuilt or exchanged transmission and does not want an external inspection, be sure to document that on the estimate/work order.
- The customer must be notified and must authorize any further repairs if external adjustments or repairs will not correct the problem.
CCR §3353(c)
- If a teardown is performed, the estimate must comply with the written estimate and teardown estimate requirements noted in the previous section. *CCR §3353(d)*
- If after the external inspection the customer authorizes the shop to repair a specific malfunction, install a rebuilt exchange transmission, or rebuild the customer's transmission for a specific price (the additional estimate must include all parts and labor necessary to complete the specific job), and no teardown is performed, it is not necessary to complete a teardown estimate.

Automatic Transmission Repairs *continued*

Any automotive repair dealer that advertises or performs, directly or through a sublet contractor, automatic transmission work and uses the words “exchanged,” “rebuilt,” “remanufactured,” “reconditioned,” or “overhauled,” or any expression of like meaning, to describe an automatic transmission in any form of advertising or on a written estimate or invoice shall only do so when all of the following have been done since the transmission was last used: *CCR §3361.1(c)*

1. All internal and external parts, including case and housing, have been thoroughly cleaned and inspected.
2. The valve body has been disassembled and thoroughly cleaned and inspected unless otherwise specified by the manufacturer.
3. All bands have been replaced with new or relined bands.
4. All the following have been replaced with new parts:
 - » Lined friction plates
 - » Internal and external seals, including seals that are bonded to metal parts
 - » All sealing rings
 - » Gaskets
 - » Organic media disposable type filters (if the transmission is so equipped)
5. All impaired, defective, or substantially worn parts not mentioned above have been restored to a sound condition or replaced with new, rebuilt, or unimpaired parts. All measuring and adjusting of such parts has been performed as necessary.
6. The transmission's electronic components, if so equipped, have been inspected and found to be functioning properly or have been replaced with new, rebuilt, or unimpaired components that function properly.

7. The torque converter has been inspected and serviced according with the following:
- » The torque converter is considered to be part of the automatic transmission and shall be examined, cleaned, and made serviceable before the rebuilt, remanufactured or overhauled transmission is installed. If the torque converter cannot be restored to a serviceable condition, then the customer shall be so informed. With the customer's authorization, the converter shall be replaced with a new, rebuilt, remanufactured, reconditioned, overhauled, or unimpaired used torque converter. A torque converter shall not be represented as rebuilt, remanufactured, reconditioned, or overhauled unless the torque converter shell has been opened, all components of the overrunning clutch assembly have been inspected and replaced as required, all friction materials have been replaced as required, all rotating parts have been examined and replaced as required, the shell has been resealed, and the unit has been pressure tested. *CCR §3361.1(d)*

These procedures and all service work performed must be documented on the final invoice. *B&P §9884.8, CCR §3356*

TIP

Want to make sure that you and your staff understand relevant automotive repair laws and regulations? Then a "Write it Right" presentation may be for you. This is a free service offered by the Bureau to new and existing licensees. It consists of a presentation to the owner, manager and employees by a BAR representative on relevant laws and regulations, as well as an overview of BAR. Contact your local field office to schedule a presentation.

Automotive Air Conditioning

Any automotive repair dealer that performs or advertises automotive air conditioning work or service shall perform all of the following procedures as part of that air conditioning service. *B&P §9884.7(a)(7), CCR §3366*

The following procedures and any service work performed must be documented on the final invoice. *B&P §9884.8, CCR §3356*

Procedures:

1. Exposed hoses, tubing, and connections are examined for damage or leaks;
2. The compressor and clutch, when accessible, are examined for damage, missing bolts, missing hardware, broken housing and leaks;
3. The compressor is rotated to determine if it is seized or locked up;
4. Service ports are examined for missing caps, damaged threads and conformance with labeling;
5. The condenser coil is examined for damage, restrictions or leaks;
6. The expansion device, if accessible, is examined for physical damage or leaks;
7. The accumulator receiver dryer and in-line filter have been checked for damage, missing or loose hardware or leaks;
8. The drive belt system has been checked for damaged or missing pulleys or tensioners and for proper belt routing, tension, alignment, excessive wear or cracking;
9. The fan clutch has been examined for leakage, bearing wear and proper operation;
10. The cooling fan has been checked for bent or missing blades;
11. Accessible electrical connections have been examined for loose, burnt, broken or corroded parts;

12. The refrigerant in use has been identified and checked for contamination;
13. The system has been checked for leakage at a minimum of 50-PSI system pressure;
14. The compressor clutch, blower motor and air control doors have been checked for proper operation;
15. High and low side system operating pressures, as applicable, have been measured and recorded on the final invoice; and
16. The center air distribution outlet temperature has been measured and recorded on the final invoice.

Air conditioning work which does not involve opening the refrigerant portion of the air conditioning system, refrigerant evacuation, or full or partial refrigerant recharge, need not include the procedures listed above unless required by acceptable trade standards. CCR §3366(b)

REMINDER

As an alternative to individually listing these required labor operations on the invoice, you may choose to create a separate document listing these procedures, and attaching the document to the invoice when applicable to the repair or service. Remember that your invoice must make reference to the attached document, and that the document must then fully comply with the requirements of the law in describing the service work performed.

Frequently Asked Questions: Auto Body Repair

1. What does “Like Kind and Quality” and “Quality Replacement Part” mean?

Some insurance companies use “Like Kind and Quality” or “Quality Replacement Part” to describe used or aftermarket crash parts. However, BAR only acknowledges the parts description of new, used, rebuilt, reconditioned or Original Equipment Manufacturer (OEM) crash part or Non-Original Equipment Manufacturer (non-OEM) aftermarket crash part. *CCR §3356(a)(2)(B)*

2. Are there any industry-recognized terms BAR does acknowledge?

Yes, BAR does define several terms in regulation. For example, “section” or “sectioning” means the replacement of less than a whole part or component by splicing the part or component at non-factory seams. Also “crash part” is defined as a replacement for any of the non-mechanical sheet metal or plastic parts which generally constitute the exterior of a motor vehicle, including inner and outer panels. *CCR §3303*

3. Since auto body repair estimates must be itemized, how can I change it?

You must contact the customer. You cannot change the method of repair without authorization from the customer. If the customer agrees to the change, write a description of the change and any change in price. Make a notation of the date, the time, the name of the customer and the telephone number called, if any. You can also e-mail or fax the information to the customer. This information must be on the work order and on the final invoice. *CCR §3353(c)*

4. What about paint and materials?

Paint and items that go into it, like hardeners, reducers, etc. can be listed as paint with a one-line entry. If you choose to charge for materials such as sandpaper, tape, etc., you may invoice such items as abrasives with a one-line entry, tape with a one-line entry, etc. However, you may choose to absorb the cost of such materials as part of your overhead.

REMINDER

“Sectioning” shall be performed in accordance with OEM service specifications or nationally distributed and periodically updated service specifications that are generally accepted by the autobody repair industry. CCR §3365 Any part that is sectioned must be identified on the estimate and invoice as having been sectioned. CCR §3353

Smog Check

Inspection

1. How is the smog inspection authorized?

It is authorized by the customer's signature on the estimate. After the customer authorizes the Smog Check inspection, the signed copy of the estimate becomes a work order. The customer must receive a copy of the signed estimate. *B&P §9884.9, §9884.7(a)(3), CCR §3353*

Also refer to "Unusual Circumstances" on page 3.

2. What must be included on the written estimate?

In addition to the estimate requirements described on page 2, a licensed Test-and-Repair Smog Check station must include a notice on the written estimate stating that the customer may choose another Smog Check station to perform needed repairs, installations, adjustments or subsequent tests. *H&S §44033(c)*

3. What if my station can smog test a vehicle but cannot perform emission repairs to this type of vehicle, if it fails?

Before the initial inspection of the vehicle, you must disclose both orally and in writing on the written estimate that you will not be able to repair the vehicle in the following circumstances: *CCR §3340.16.5(c)*

- The station does not have adequate equipment, personnel, tools or reference materials to repair the vehicle, should the vehicle fail its inspection;
- The station, as a matter of policy, does not repair certain types, makes or models of a vehicle; or
- The station, as a matter of policy, does not repair certain types of vehicle inspection failures.

4. Is the "Electronic Transfer Fee" included in the estimate?

Yes, all charges that are an integral part of the Smog Check inspection process must be included in the inspection estimate.

Smog Check

Inspection *continued*

5. Does the estimated smog inspection price include sales tax?

No, sales tax is added when the job is complete if a taxable item is also part of the job.

6. Does the estimated smog inspection price include the Certificate of Compliance?

Yes, the fee for the Certificate of Compliance or Noncompliance must be included in the estimate for the Smog Check inspection. *B&P §9884.9, CCR §3353(a)*

7. How much do I charge for a smog certificate?

The fee charged for a smog certificate shall be the same amount that is charged by BAR. *H&S §44060(g), CCR §3340.35(c)(1)*

8. Can my station sublet smog inspections?

No, a licensed Smog Check station cannot sublet Smog Check inspections. *CCR §3340.15(i)*

9. What happens if the vehicle fails the smog inspection?

If the vehicle fails the initial smog inspection, you must determine if your station is authorized to conduct repairs on the vehicle and if you can retest the vehicle after repairs. *H&S §44014.5(b), CCR §3340.16(d)*

REMINDER

Before beginning repairs on a failed vehicle, you must obtain the customer's authorization to diagnose the failure.

B&P §9884.9(a), CCR §3353(c)

Smog Check

Inspection - Visible Smoke Test

Since March 2008, all vehicles subject to a Smog Check inspection are required to undergo a visual inspection for smoke.

1. How do I perform a visible smoke test?

You must perform a visual inspection for smoke from the crankcase and tailpipe. *CCR §3340.42(e)(4)*

2. Does the visible smoke test need to be documented separately from the Smog Check inspection estimate?

No. The visible smoke test constitutes an element of the Smog Check inspection. Therefore, it must be included in the estimated price for a Smog Check inspection.

3. Do the results of the failed visible smoke test have to be documented on the customer's final invoice?

Yes. In addition to the technician entering the failure into the Emission Inspection System (EIS), the failure must be documented by writing or stamping on the vehicle inspection report in the "Other Emission Related Components" section, "Failed for visible smoke" or "Failed visible smoke test."

In addition, the failure and the operating conditions under which the failure occurred must be documented on the final invoice and the customer must be provided with the Bureau's Visible Smoke Test Failure Consumer Information Sheet.

4. Do the results of a passed visible smoke test have to be documented on the customer's final invoice?

No. Additional documentation is not required if the vehicle passes the visible smoke test.

Smog Check

Repairs

1. How is the Smog Check repair diagnosis documented?

The work order shall describe all service, adjustments or repairs performed as part of the Smog Check repair. General descriptions such as “Low emissions tune up” or “Reduce emissions” are not descriptive enough to satisfy the applicable laws and regulations. *B&P §9884.8, CCR §3340.41.3*

Smog Check stations and technicians shall follow, at a minimum, the vehicle manufacturer’s recommended procedures for emission system diagnosis and repair procedures found in industry standard reference manuals and periodicals published by nationally recognized repair information providers. *H&S §44016, CCR §3340.41(d)*

2. Can I sublet Smog Check repairs?

You cannot sublet Smog Check repairs except for the following:
CCR §3340.15(i)

- Repairs of a vehicle’s exhaust system that are normally performed by muffler shops, provided the malfunction has been previously diagnosed by the Smog Check station originally authorized by the customer to perform repairs to the vehicle.
- Repairs of those individual components that have been previously diagnosed as being defective and that have been removed by the Smog Check station originally authorized by the customer to perform repairs to the vehicle.
- Repairs of diesel-powered vehicles provided the Smog Check station has obtained authorization from the customer to sublet repairs to the vehicle.
- Repairs to a vehicle’s transmission, provided the Smog Check station has obtained authorization from the customer to sublet repairs to the vehicle.
- Corrections to the vehicle’s on-board computer systems software, provided that the malfunction has been previously diagnosed by the Smog Check station originally authorized by the customer to perform repairs to the vehicle.

Remember, you are responsible for all sublet repairs in the same manner as if you had performed the repair. *CCR §3340.15(j)*

3. Does the customer have to be notified of the sublet repairs?

Yes, the customer must be notified when you will be subletting repairs. In addition, the name and location of the facility that is providing the sublet repair must be supplied at the customer’s request. *B&P §9884.9(b), CCR §3359*

4. What must be on the final Smog Check repair invoice?

The final invoice must be a complete record of all the work performed. In a Test-and-Repair station, the final invoice is typically generated after inspection, diagnosis, repair and certification (if appropriate) are completed. *B&P §9884.8, CCR §3356*

5. Are sublet repairs documented on the customer's invoice?

Sublet repairs must be disclosed on the written estimate, the work order and the final invoice. In addition, the name of the sublet shop must be disclosed at the request of the customer.

6. Am I required to provide the customer a copy of the Vehicle Inspection Report?

Yes, in addition to the final invoice, a Smog Check station must also provide the customer with a copy of the Vehicle Inspection Report printed from the Emission Inspection System. The report shall be attached to the customer's invoice. *CCR §3340.41(a)*

REMINDER

B&P §490 and §9884.7 state a dealer's registration may be denied, suspended, revoked or placed on probation for any of the following acts or omissions:

- 1. Making untrue or misleading statements.*
- 2. Allowing a customer to sign a work order that does not state the repairs requested or the odometer reading.*
- 3. Failing to give a customer a copy of a signed document.*
- 4. Fraud.*
- 5. Gross negligence.*
- 6. Failure to comply with the Automotive Repair Act or BAR regulations.*
- 7. Willful departure from, or disregard of accepted trade standards for good and workmanlike repair.*
- 8. Making false promises to get a customer to authorize service.*
- 9. Having repairs done by someone else without the knowledge or consent of the customer (unless the customer cannot reasonably be notified).*
- 10. Conviction of a violation of Penal Code section 551 (fraudulent acts).*
- 11. Conviction of any crime substantially related to the qualifications of an automotive repair dealer.*

Appendix B

Revised Estimate

Estimate

Any Automotive Repair

BAR Registration No. **ARD123456**
 EPA Identification No. **CAL76544321**
 10123 Broadway Blvd
 Anytown, CA 90001

Phone: 555-555-5555
 Fax: 555-555-6666
 E-mail: someone@example.com

Estimate # 00001
 Date: November 7, 2011

Customer Information:

John Doe
 1000 Rubicon Road
 Anytown, CA 90001

Home/Cell: 555-555-1234 Work/Other: 555-555-5678

Vehicle Information:

2000 Jeep Wrangler
 Odometer: 103,292
 License: 4BY4CAL

Engine Displacement: 4.0 Liter Inline 6 Cyl.

Labor Operation or Part Description	Labor/Parts**	Part Quantity	Price
Malfunction Indicator Light (MIL) is on. No driveability concern noted by the customer. Road test, retrieve Diagnostic Trouble Codes (DTCs), diagnose cause, and provide repair recommendation.	Labor		\$80.00
Road tested vehicle, and verified MIL is on and no driveability concerns. Retrieved DTC P0151 (Low Oxygen Sensor Voltage), pulled freeze frame data, and performed test of oxygen sensor circuit per factory service manual. Found upstream Oxygen Sensor faulty. Recommend replacement of Oxygen Sensor, clear DTC and road test to verify repair.	Labor		\$80.00
	New Oxygen Sensor, OEM* 56041212AE	1	\$60.00
SUBTOTAL LABOR			\$160.00
SUBTOTAL PARTS			\$60.00
SALES TAX			\$4.95
TOTAL			\$224.95

Original Estimate: \$80.00

Authorized By: John Doe

In Person

Phone No.: _____

Date: _____

Time: _____

By Phone

By Fax

By E-mail

Additional Cost: \$144.95 Revised Estimate: \$224.95

Description: Replace Upstream (front) Oxygen Sensor and Verify Repair

In Person

By Phone

Authorized By: John Doe

By Fax

Phone No.: 555-555-1234

Date: 11/07/11

Time: 11:35am

By E-mail

Make all checks payable to: Any Automotive Repair. Payment is expected at the time of completion. All repairs are covered by our 12 month/12,000 mile warranty unless otherwise stated on this document. (See reverse for information regarding exclusions, limitations, and requirements of our warranty).

*OEM means Original Equipment Manufacturer (Factory) part.

**All parts are New unless specified otherwise.

Thank you for your business!

Appendix C

Final Invoice

Any Automotive Repair

BAR Registration No. **ARD123456**

EPA Identification No. **CAL76544321**

10123 Broadway Blvd
Anytown, CA 90001

Phone: 555-555-5555

Fax: 555-555-6666

E-mail: someone@example.com

Invoice

Invoice # 00001

Date: December 5, 2011

Customer Information:

John Doe
1000 Rubicon Road
Anytown, CA 90001

Vehicle Information:

2003 Jeep Wrangler
Odometer (in) : 103,292 Odometer (out): 103,316
License: 4BY4CAL
Engine Displacement: 4.0 Liter Inline 6 Cyl.

Home/Cell: 555-555-1234 Work/Other: 555-555-5678

Labor Operation or Part Description	Labor/Parts**	Part Quantity	Price
Malfunction Indicator Light (MIL) is on. No driveability concern noted by the customer. Road test, retrieve Diagnostic Trouble Codes (DTCs), diagnose cause, and provide repair recommendation.	Labor		\$80.00
Road tested vehicle, and verified MIL is on and no driveability concerns. Retrieved DTC P0151 (Low Oxygen Sensor Voltage), pulled freeze frame data, and performed test of oxygen sensor circuit per factory service manual. Found upstream Oxygen Sensor faulty. Recommend replacement of Oxygen Sensor, clear DTC and road test to verify repair. Replaced Upstream Oxygen Sensor. Cleared DTC and road tested vehicle. Monitors completed and DTC did not return. Repair Verified.	Labor		\$80.00
	New Oxygen Sensor, OEM* 56041212AE	1	\$60.00
SUBTOTAL LABOR			\$160.00
SUBTOTAL PARTS			\$60.00
SALES TAX			\$4.95
TOTAL			\$224.95

Original Estimate: \$80.00

Authorized By: John Doe

In Person

Phone No.: _____

Date: _____

Time: _____

By Phone

By Fax

By E-mail

Additional Cost: \$144.95 Revised Estimate: \$224.95

In Person

Description: Replace Upstream (front) Oxygen Sensor and Verify Repair

By Phone

Authorized By: John Doe

By Fax

Phone No.: 555-555-1234

Date: 11/07/11

Time: 11:35am

By E-mail

Make all checks payable to: Any Automotive Repair. Payment is expected at the time of completion. All repairs are covered by our 12 month/12,000 mile warranty unless otherwise stated on this document. (See reverse for information regarding exclusions, limitations, and requirements of our warranty).

*OEM means Original Equipment Manufacturer (Factory) part.

**All parts are New unless specified otherwise.

Thank you for your business!

Contact Information

BAR Field Offices

Bakersfield

3331 N. Sillect Avenue
Bakersfield, CA 93308
661.335.7400

Culver City

6001 Bristol Parkway, Suite 100
Culver City, CA 90230
310.410.0024

Fresno

7130 N. Marks Avenue
Fresno, CA 93711
559.445.5015

Hercules

625 Alfred Noble Drive, Suite A
Hercules, CA 94547
510.964.3030

Irvine

16735 Von Karman Avenue, Suite 100
Irvine, CA 92606
949.988.5252

Riverside

1450 Iowa Avenue, Suite 150
Riverside, CA 92507
951.782.4250

Sacramento

10949 North Mather Boulevard
Rancho Cordova, CA 95670
916.403.8080

San Diego

16855 W. Bernardo Drive, Suite 112
San Diego, CA 92127
858.716.1025

San Jose

6860 Santa Teresa Boulevard
San Jose, CA 95119
408.277.1860

South El Monte

1180 Durfee Avenue, Suite 120
South El Monte, CA 91733
626.575.6934

South San Francisco

395 Oyster Point Blvd., Suite 102
South San Francisco, CA 94080
650.827.2074

Valencia

27202 Turnberry Lane, Suite 250
Valencia, CA 91355
661.702.6600

Other Phone Numbers

BAR Auto Body Inspection Program

866.799.3811

BAR Licensing

916.403.8477

BAR Service Desk

866.860.8509

Consumer Assistance Program (CAP)

866.272.9642

Parts Locator Service

800.622.7733

Referee Scheduling Center

800.622.7733

SGS/Testcom

866.966.7664



California Department of Consumer Affairs
Bureau of Automotive Repair
10949 North Mather Boulevard
Rancho Cordova, California 95670

www.bar.ca.gov

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DEPARTMENT OF CONSUMER AFFAIRS