

June 25, 1999

BE WORKMANLIKE

Most construction contracts require that the contractor be workmanlike in providing construction services. Even if the written contract fails to provide similar wording, the law will imply a warranty of workmanlike product.

So what means workmanlike?

Washington courts use the term loosely and without precise definition. The closest definition appears to be "the quality then prevailing at the time and place of construction." Klos v. Gockel, 87 Wash.2d 567, 570, 554 P.2d 1349 (1976). The courts also use the term in association with plans and specifications, as in "workmanlike manner and according to . . . approved plans and specifications." See, e.g., Puget Sound Power v. Shulman, 84 Wash.2d 433, 434, 526 P.2d 1210 (1974); Gruol Const. Co. v. Insurance Co. of North America, 11 Wa.App. 632, 633, 524 P.2d 247 (1974). The term sometimes appears as "good and workmanlike manner." National Bank of Wash. v. Equity Investors, 81 Wash.2d 886, 897, 507 P.2d 20 (1973), and "workmanlike with respect to building materials, techniques and materials used." Stuart v. Coldwell Banker, 109 Wash.2d 406, 412, 745 P.2d 1286(1987).

Workmanlike as a legal term is apparently very dependent on the specific facts of the case. The term should be distinguished from the warranty of habitability, although the term arises in many such cases. See, e.g., Frickel v. Sunnyside Enterprises, Inc., 106 Wash.2d 714, 725 et seq., 725 P.2d 422 (1986). The warranty of habitability is quite specific and concerns the structural integrity of new homes and issues such as heating, potable water, toilets, etc.

So, to all OMB members: Go out and be workmanlike, but don't ask your lawyer for a quick definition.

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