## As Introduced

## 136th General Assembly

## Regular Session 2025-2026

H. B. No. 605

1

## Representative Workman Cosponsor: Representative Claggett

To enact section 4113.63 of the Revised Code to

codify the Spearin doctrine in public

construction contracts.	3
BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF OHIO:	
Section 1. That section 4113.63 of the Revised Code be	4
enacted to read as follows:	5
Sec. 4113.63. (A) As used in this section:	6
"Contractor" and "owner" have the same meanings as in	7
section 4113.61 of the Revised Code.	8
"Subcontractor" has the same meaning as in section 1311.01	9
of the Revised Code.	10
"Construction contract" has the same meaning as in section	11
4113.62 of the Revised Code.	12
(B) Whenever a construction contract is entered into	13
between a contractor and an owner, and the owner provides or	14
purports to provide to the contractor all necessary plans and	15
specifications for the completion of the work, there exists an	16
implied warranty by the owner, or the preparer of the plans and	17
specifications, that the details in the plans and specifications	18

H. B. No. 605
As Introduced

provided to the contractor are full and accurate, free from	19
defects, and sufficient for the successful and timely completion	20
of the project.	21
(C) A contractor or subcontractor is not liable for	22
damages resulting from work undertaken pursuant to a	23
construction contract between an owner and the contractor when	24
all of the following elements are met:	25
(1) The owner provides or purports to provide to the	26
contractor all necessary plans and specifications for the	27
completion of the work.	28
(2) The contractor or subcontractor follows and adheres to	29
the provided plans and specifications precisely and precisely	30
adheres to any subsequent plans and specifications given to the	31
contractor by the owner or preparer of the plans and	32
specifications after the start of the project if the plans and	33
specifications are purported to be necessary for the completion	34
of the work.	35
(3) The contractor's reliance on the provided plans is	36
reasonable.	37
(4) The damages arose because of a defect, omission, or	38
insufficiency in the plans or specifications.	39
(D) For the purposes of division (C)(3) of this section, a	40
contractor's reliance on provided plans or specifications is not	41
reasonable if any of the following are true:	42
(1) The plans are clearly inadequate or fail to consider	43
specific project conditions, as would be determined by a	44
reasonable professional in similar circumstances.	45
(2) A reasonable presite inspection would have revealed	46

H. B. No. 605 As Introduced	Page 3
the defect, omission, or insufficiency in the plans or	47
specifications, or unforeseen project conditions, as would be	48
determined by a reasonable professional in similar	49
<pre>circumstances.</pre>	50
(3) The contractor or subcontractor did not act in good	51
<pre>faith.</pre>	52
(E) A contractual provision that requires the contractor	53
to make a site visit to determine existing conditions and assume	54
responsibility for the work until completion and acceptance does	55
not void the implied warranty under division (B) of this	56
section, nor does it make a contractor or subcontractor liable	57
in contravention of division (C) of this section.	58
(F) Any contractual clause in a contract entered into	59
after the effective date of this section that contravenes this	60

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section is void as against public policy.