

As Introduced

136th General Assembly

Regular Session

2025-2026

H. B. No. 605

Representative Workman

Cosponsor: Representative Claggett

To enact section 4113.63 of the Revised Code to
codify the Spearin doctrine in public
construction contracts.

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BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF OHIO:

Section 1. That section 4113.63 of the Revised Code be
enacted to read as follows:

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Sec. 4113.63. (A) As used in this section:

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"Contractor" and "owner" have the same meanings as in
section 4113.61 of the Revised Code.

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"Subcontractor" has the same meaning as in section 1311.01
of the Revised Code.

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"Construction contract" has the same meaning as in section
4113.62 of the Revised Code.

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(B) Whenever a construction contract is entered into
between a contractor and an owner, and the owner provides or
purports to provide to the contractor all necessary plans and
specifications for the completion of the work, there exists an
implied warranty by the owner, or the preparer of the plans and
specifications, that the details in the plans and specifications

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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

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
circumstances. 50

(3) The contractor or subcontractor did not act in good 51
faith. 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
section is void as against public policy. 61