

13:27-6.7 (Reserved)

Recodified to N.J.A.C. 13:27-6.3 by R.2005 d.303, effective September 6, 2005.

See: 37 N.J.R. 869(a), 37 N.J.R. 3424(a).

Section was "Title block contents; requirements by form of architectural practice."

13:27-6.8 (Reserved)

Recodified to N.J.A.C. 13:27-6.4 by R.2005 d.303, effective September 6, 2005.

See: 37 N.J.R. 869(a), 37 N.J.R. 3424(a).

Section was "Submission of title block form for approval."

SUBCHAPTER 7. PERMISSIBLE DIVISION OF RESPONSIBILITY IN SUBMISSION OF SITE PLANS AND MAJOR SUBDIVISION PLATS

13:27-7.1 General provisions

(a) All words, terms, and phrases used in this subchapter shall be as defined in the Municipal Land Use Act, N.J.S.A. 40:55D-1 et seq.

(b) Preparation and submission of the various elements of a preliminary or final site plan or major subdivision plat shall be within the professional scope of the various professions as listed in this subchapter.

13:27-7.2 Depiction of existing conditions on a site plan

(a) Showing existing conditions and exact location of physical features including metes and bounds, drainage, waterways, specific utility locations, and easements: By a land surveyor.

1. Survey information may be transferred to the site plan if duly noted as to the date of the survey, by whom, and for whom. A signed and sealed copy of the survey shall be submitted to the reviewing governmental body with the site plan submission.

(b) Vegetation, general flood plain determination or general location of utilities, buildings or structures: By an architect, planner, engineer, land surveyor, landscape architect or other person acceptable to the reviewing governmental body.

Amended by R.2011 d.197, effective August 1, 2011.

See: 42 N.J.R. 2208(a), 43 N.J.R. 1882(a).

In (b), deleted a comma following "determination", "buildings" and the second occurrence of "architect", and deleted "certified" preceding "landscape".

13:27-7.3 Preparation of site plan

(a) The location of proposed buildings and their relationship to the site and the immediate environs: By an architect or engineer.

(b) The locations of drives; parking layout; pedestrian circulation; and means of ingress and egress: By an architect, planner, engineer or landscape architect.

(c) Drainage facilities for site plans of 10 acres or more; or involving stormwater detention facilities; or traversed by a water course: By an engineer only.

(d) Other drainage facilities: By an architect or engineer.

(e) Utility connections and on tract extensions: By an engineer or architect.

(f) Off tract utility extensions: By an engineer only.

(g) On site sanitary sewage disposal or flow equalization facilities: By an engineer only.

(h) Preliminary floor plans and elevation views of buildings illustrating the architectural design of a project: By an architect, except when the building is part of an engineering or industrial project, floor plans and elevation views may be by an engineer.

(i) Landscaping, signs, lighting, screening or other information not specified above: By an architect, planner, engineer, landscape architect or other person acceptable to the reviewing governmental body.

(j) The general layout of a conceptual site plan for a multiple building project, showing the development elements including their relationship to the site and immediate environs: By an architect, planner, engineer or landscape architect.

Petition for Rulemaking.

See: 31 N.J.R. 1215(c), 31 N.J.R. 1385(b).

Amended by R.2011 d.197, effective August 1, 2011.

See: 42 N.J.R. 2208(a), 43 N.J.R. 1882(a).

In (b) and (j), deleted a comma following "engineer" and deleted "certified" preceding "landscape"; and in (i), deleted "certified" preceding "landscape" and deleted a comma following the second occurrence of "architect".

Petition for Rulemaking.

See: 45 N.J.R. 1190(b), 1675(a), 1971(a).

13:27-7.4 Preparation of a major subdivision plan

(a) The general location of facilities, site improvements and lot layouts: By an architect, engineer, land surveyor, planner or landscape architect.

(b) The design and construction details of all public improvements including street pavements, curbs, sidewalks, sanitary sewage, storm drainage facilities: By an engineer only.

(c) Final subdivision map with metes and bounds: By a land surveyor only.

Petition for Rulemaking.

See: 31 N.J.R. 1215(c), 31 N.J.R. 1385(b).

Amended by R.2011 d.197, effective August 1, 2011.

See: 42 N.J.R. 2208(a), 43 N.J.R. 1882(a).

In (a), deleted a comma following "improvements" and "planner", and deleted "certified" preceding "landscape".

13:27-7.5 Effect of local ordinances

(a) Informal site plans not required by local ordinances are excluded from this rule.

(b) No municipal or county ordinance, policy or action purporting to define the scope of professional activity of architects, engineers, land surveyors, planners or landscape architects in the preparation of site plans or major subdivisions shall reduce or expand the scope of professional practice recognized by the Boards.

Amended by R.2011 d.197, effective August 1, 2011.
See: 42 N.J.R. 2208(a), 43 N.J.R. 1882(a).

In (b), deleted a comma following "planners" and deleted "certified" preceding "landscape".

SUBCHAPTER 7A. DESIGN BUILD CONTRACTS**13:27-7A.1 Definitions**

The following words and terms, when used in this subchapter, shall have the following meanings unless the context clearly indicates otherwise:

"Architect" means an individual defined by N.J.A.C. 13:27-3.1 or business entity licensed or otherwise duly authorized by law to render architectural services within the State of New Jersey.

"Contractor" means any natural person or legal entity that enters into a design build contract with an owner or developer. The term "contractor" as defined herein is specifically distinguished from the term independent contractor as used to define the professional relationship between an architect and a contractor pursuant to N.J.S.A. 45:3-17 and 45:3-18.

"Design build contract" means a written contract, entered into between a contractor and an owner or developer, which provides both for the construction or alteration of a building, group of buildings, structure, or group of structures within the State of New Jersey and for the performance of architectural services by an architect retained by the contractor pursuant to a separate written contract.

"Fundamental change" means a modification which substantially and materially alters a basic design or creates a substitution which will result in substantial financial damage if not disclosed to the owner.

"Owner or developer" means any natural person or legal entity, including a private business corporation or a public body, such as the State, State agencies, authorities, and other governmental subdivisions which hold title or other legal interest in real property or the buildings located or to be located thereon and which enter into design build contracts for the construction or alteration of such buildings.

"Significant beneficial interest" means an ownership or other legal or financial interest in a contractor held by an

architect or any member, associate, shareholder, officer, or employee of an architect's firm or the immediate family of any such party.

Amended by R.2011 d.081, effective March 7, 2011.
See: 42 N.J.R. 2202(a), 43 N.J.R. 640(a).
Deleted definition "Immediate family".

13:27-7A.2 Design build contract; notice

(a) Before an architect may perform architectural services for a contractor in connection with a design build contract, the architect shall ascertain that the contract between the contractor and the owner or developer contains the following notice:

NOTICE

This is a design build contract. Pursuant to N.J.A.C. 13:27-7A.1, a design build contract is a written contract entered into between a contractor and an owner or developer which provides both for the construction or alteration of a building and for the performance of architectural services by an architect engaged by the contractor pursuant to a separate written contract. The architect or architectural firm that will be providing architectural services to the contractor in connection with this design build contract will be:

The architect's address and telephone number are:

The architect is contractually obligated to provide services to the contractor. The owner or developer and the architect may, at any time, discuss issues pertinent to the design of the building which is the subject of the design build contract.

13:27-7A.3 Contractual provisions between architect and contractor

(a) In addition to any other contractual terms and conditions agreed to by the parties, the separate written contract between the architect and the contractor shall expressly provide that:

1. The architect shall, at all times, provide architectural services as an independent contractor pursuant to N.J.S.A. 45:3-17 and 45:3-18 and not as an employee of the contractor;

2. In providing architectural services, the architect shall, at all times, exercise independent, professional judgment consistent with established standards of architectural practice, the rules of professional conduct set forth at N.J.A.C. 13:27-5, and such other statutory and regulatory requirements as may be applicable;

3. The architect may, at any time, discuss with the owner or developer issues pertinent to the design of the building which is the subject of the design build contract; and