

Nr. Crt	Question	Answer
1.	Please also publish the ground floor of the Mercurial development from the Abator Market, given the differences between the situation plan on 28.01.2016 and the rest of the documents dated 12.07.2017	The drawings regarding the real estate development in the vicinity of the Railway Park are the only plans received from the developer and the designer. We have been informed that no relevant changes (in the context of the contest) have taken place since the date of the drafting.
2.	As it is not clearly stated in the competition rules and in order to be no misunderstandings, please state clearly whether the orientation of the overall plan or other plans required by the competition brief must be North up in the layout or there is no orientation mandatory.	There are no constraints regarding the orientation of the plan (s).
3.	What is the base of the river (natural-earth / artificial-concrete)	The bottom of the Somes river is natural. The only anthropic interventions are located at the bank level, these being made of reinforced concrete protection dikes / slopes in the ground.
4.	Do we have to propose parking spaces or are the proposed ones in the new residential complex on the southern side enough?	Regarding the management of the car traffic in the area of the Railway Park's premises, the main objectives of the contest organizer are: to eliminate the fences on the South-East side and to prevent the use of perimeter pedestrian traffic as a parking area. The goal is to allow, through these measures, the uncompromised visual and spatial experience of this space, in relation to visitors and neighbouring area. Competitors are encouraged to identify a scenario for parking lots (as stated in chapter 3.3.1) which takes into account, on the one hand, the objectives mentioned, the functional opportunities offered by the neighbouring real estate development and the space resources that it can provide the Railroad Park with the purpose of meeting the need for temporary parking (for maintenance, supply, events, etc.).
5.	As stated in the Brief, the issue of handing over the sheets is	Excerpt from the Competition Rules

	<p>unclear to us. These should be placed on a rigid support or we can send them in a tube?</p>	<p>3.6.2 Each project shall include the following in a single package / tube: a - 3 sheets rolled in packaging / tube; 3.6.3 The projects shall be submitted on 3 sheets, 841x1189 mm (A0), white paper, horizontally (landscape), unladen on a rigid support. 3.6.6 The project drawings shall be rolled and inserted into a package or a tube. Folded drawings are not accepted</p>
<p>6.</p>	<p>Is it considered a distinctive sign if the new name given to the park appears on the competition plates? Or does the title on the plates must be "Railroad Park Cluj-Napoca"?</p>	<p>Excerpt from the Competition Rules</p> <p>3.6.5 The drawings shall contain, at the top, the title: PARCUL FERROVIAR CLUJ-NAPOCA DESIGN COMPETITION</p>
<p>7.</p>	<p>Given that the rules of the competition stipulate a number of controversial and unusual provisions and conditions, many of which have been signalled by other potential participants, which could give rise to suspicions and limit the access of some important participants, please clarify some aspects so that your competitors will trust to engage in a fair competition, whose sole purpose is to find the best solution, exclusively in accordance with the decision of the jury and the interests of the Cluj people:</p> <p>a) How does the organizer explain the very short term for elaboration of a very consistent documentation, according to the design brief?</p> <p>b) How is the undersized design value for this work (SF, PUZ, bridge design, landscaping, architecture, roads, installations, bank consolidation, etc.) justified?</p> <p>c) The fact that there is no value in the first prize distinct from the design contract. If the winner does not reach an</p>	<p>The term is in accordance with the legislation.</p> <p>These are the money in the budget.</p> <p>The Romanian legislation on public procurement does not allow.</p>

<p>agreement with the organizers, they risk paying a 2% penalty (approximately 2600 euros). Basically, from a financial point of view, the most advantageous and safe variant seems to be the second place.</p> <p>d) How do you explain the fact that the questions relating to the allocation of a first place and a 2% penalty have not been answered within the deadline specified in the regulation?</p> <p>e) The paragraph regarding the oversight in the contract is abusive and exaggerated, as unexpected situations and leaks may arise inherent in such works. "Any omission or mistake against the lists of quantities in the technical design and the technical specifications provided in the tender documents, proved during the execution to be necessary for the completion of the investment, shall be borne by the designer within the limit of the determined amount value. The value supported by the designer is to bring the project to a form that can be put into operation, clarifications, redesigns, etc. as well as the value of additional works to the original project that must be performed by the contractor. In order to recover these amounts, the purchaser will have the guarantee of good execution of the contract, and if this is not enough and the designer does not pay in good faith the amounts stated, this contract is the legal basis for starting the execution procedure of the designer for these amounts. For this purpose, only one notification from the purchaser is required to pay the sum, and if the designer does not respond within 5 business days, the purchaser is entitled to use any legal means to recover such sums of money. "</p> <p>f) The fact that the delivery term of the projects is considered physical delivery at the organizer's office, not the postal date, creates a disadvantage for participants from other cities, who</p>	<p>The answer was given in due time.</p> <p>The paragraph will not be changed.</p> <p>This is the law on public procurement in Romania. If the envelope is opened and another envelope is on the way, it may be considered as having a benefit, knowing the rest of the prices offered, etc.</p>
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<p>have a gap of at least 2 days. The general practice for architectural competitions is that the delivery date is the date of posting.</p> <p>g) The very low design value and the conditions in the paragraph regarding possible omissions in the project can only lead to a designer-contractor complicity, also taking into account the discrepancy between the amount allocated for execution and design.</p> <p>h) Do you consider that the provision that projects will not be considered in the judging of the team of specialists if they do not submit the signed contract and the declaration of 2% of the penalty agreement contributes to the goal of the contest to choose the best solution?</p>	<p>The provisions of the FDA are maintained.</p> <p>All FDA provisions are mandatory. If these documents are not filed, clarifications will be required, the non-issue of the documents will be sanctioned with rejection of the offer, according to GD 395/2016.</p>
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