

**BANK MANAGEMENT RESPONSE TO
REQUEST FOR INSPECTION PANEL REVIEW OF THE
COLOMBIA: BOGOTÁ URBAN SERVICES PROJECT (IBRD Loan No. 7162-CO)**

Management has reviewed the Request for Inspection of the Colombia: Bogotá Urban Services Project (IBRD Loan No. 7162-CO), received by the Inspection Panel on October 30, 2007 and registered on October 31, 2007 (RQ07/09).

Management asks that the Panel consider these Requests ineligible for investigation because Management did not have the opportunity to address the concerns raised by the Requesters before the Request was filed. This was the first time that Management was made aware of the Requesters' concerns as stated in the Request for Inspection. There has been no communication with the Bank Management or Staff in any of these cases, with the exception of Ms. Cecilia Molina Moros. In that case, Bank staff, during routine supervision and at the Bank's initiative, met Ms. Molina Moros and helped the *Instituto de Desarrollo Urbano* (Urban Development Institute, IDU) intervene to resolve her case so that her property was not subject to acquisition and she did not need to be resettled. In Management's view, the requirement¹ that Requesters must first attempt to resolve their concerns with Bank Management was not observed in this case. By going directly to the Panel without first trying to access Management, as required in the Inspection Panel Resolution, Management was precluded from intervening and resolving issues, on a timely basis, prior to the Registration of the Request for Inspection by the Inspection Panel. The case of Ms. Molina Moros clearly demonstrates that Bank staff and management intervention can be effective to resolve disputes when given the opportunity.

Management also takes the view that that the Request does not merit a full investigation as in each of the eight cases the Bank complied with the referenced policies.

Management has prepared the following response.

¹ Resolution IBRD 93-10/IDA 93-6 (the Inspection Panel Resolution), paragraph states that "*The Panel shall satisfy itself before a request for inspection is heard that the subject matter of the request has been dealt with by the Management of the Bank and Management has failed to demonstrate that it has followed, or is taking adequate steps to follow the Bank's policies and procedures. The Panel shall also satisfy itself that the alleged violation of the Bank's policies and procedures is of a serious character.*"

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ABBREVIATIONS AND ACRONYMS

| | |
|------------|--|
| EA | Environmental Assessment |
| EIA | Environmental Impact Assessment |
| EMP | Environmental Management Plan |
| EMPIP | Environmental Management Plan Implementation Plan |
| IBRD | International Bank for Reconstruction and Development |
| IDU | <i>Instituto de Desarrollo Urbano</i> (Urban Development Institute) |
| IPN | Inspection Panel |
| Km | kilometer |
| Kph | kilometers per hour |
| Mph | miles per hour |
| NQS | Norte Quito Sur |
| OP | Operational Policy |
| Punto CREA | <i>Centro de Respuesta y Atención al Ciudadano</i> (Center for Citizen Response and Attention) |
| Punto PAZ | <i>Punto de Participación y Atención Zonal</i> (Zonal Participation and Attention Point) |
| RAP | Resettlement Action Plan |
| UPZ | <i>Unidad de Planeamiento Zonal</i> (Zonal Planning Unit) |

Currency Unit

(Exchange Rate Effective November 26, 2007)

| | | |
|---------------|---|----------------------------------|
| Currency Unit | = | Colombian Peso |
| COP 1.00 | = | US\$ 0.000480648 US Dollar (USD) |
| US\$ 1 (USD) | = | COP 2080.5249 |

I. INTRODUCTION

1. **The Request.** On October 31, 2007, the Inspection Panel registered a Request for Inspection, IPN Request RQ07/09 (hereafter referred to as “the Request”), concerning the Colombia: Bogotá Urban Services Project (Loan No. 7162-CO) financed by the International Bank for Reconstruction and Development (the Bank).
2. **Structure of the Text.** The document contains the following sections: Introduction, The Request, The Project, Key Issues, and Management Response. Annex 1 presents the Requesters’ claims, together with Management’s detailed responses, in table format. Annexes 2 through 4 provide additional details on technical issues related to the Request.

II. THE REQUEST

3. The Request for Inspection was submitted by Ms. Mariana Luna Crudo and signed by her and seven other affected people (hereafter referred to as the “Requesters”).
4. No further materials were received by Management in support of the Request.
5. The Request contains claims that the Panel has indicated may constitute violations by the Bank of various provisions of its policies and procedures, including the following:

OP/BP 4.01, Environmental Assessment, January 1999, revised August 2004

OP/BP 4.12, Involuntary Resettlement, December 2001

OP/BP 13.05, Project Supervision, July 2001.

III. THE PROJECT

6. **Project Description.** Total Project cost is US\$273 million, of which US\$100 million is an IBRD loan to the Capital District of Bogotá, with the guarantee of the Republic of Colombia. The Project aims to improve mobility within the city, upgrade the urban area, and strengthen the institutions delivering urban services. It complements earlier efforts by the local government, supported by the Bank, to improve roads and public transport – including the innovative TransMilenio rapid bus transit system (see paragraph 12)–strengthen water and sanitation systems, and reduce traffic and crime.
7. **The Avenida Suba Investments.** The “Troncal Suba” is a line of Phase II of the TransMilenio Bus Rapid Transport System. It consists of 28.5 km/lanes of segregated busways, 13 stations and a main terminal. The works also include the rehabilitation of 74.4 km/lanes of roads (mixed traffic), 5.5 km of bikepaths, and 246,000 square meters of public space. The construction of the “Troncal Suba” was divided into three contracts: (i)

between Calle 80 and Calle 127 (contract 145, which corresponds to the area in which all the Requesters are located); (ii) contract 146 between Calle 127 and Avenida Ciudad de Cali; and (iii) the construction of the Suba terminal. The investment included construction of a subterranean bus interchange at the intersection of Calle 80, Avenida Suba and the Norte Quito Sur (NQS). This interchange was a complex construction project as well as the focus of many of the complaints in the Request (see Map 1).

8. Suba is one of the most populous of the 20 localities into which Bogotá is divided, with a population of almost one million. It is located in the northwest part of the city and the main part of the population corresponds to income strata 2 and 3.¹ One of the main problems in the area is a lack of primary roads to connect it with the rest of the city. The Suba corridor, where the TransMilenio line has been constructed, is the main road in that zone. For TransMilenio, the Suba corridor has been a priority given the large population and the long distance (25 kilometers) from Suba to the city center.

9. **Project Objectives.** The Project is a key part of the Municipality of Bogotá's 2001-2004 Development Plan to improve urban livability by increasing access, coverage, quality, reliability, and inter-agency coordination in the provision of transport, water, sanitation and related basic services, particularly for residents in low-income areas. The city is committed to moving away from sectoral to comprehensive policies so as to collectively build an inclusive and equitable city. The Municipality has achieved a solid record of innovative policy and Project implementation, along with a strong financial management and governance structure.

10. Project objectives are being achieved through investments in transport, water and sewerage infrastructure works, environmental improvements and community development activities. These, along with other city-wide transport investments and institutional policy reform measures, are aimed at improving the operation of the transport, water, and some housing-related entities in about 14 of the city's poorest local planning units (UPZs), where about one-fifth of the population lives.

11. **Project Components.** The Project has three components:²

- *Improved mobility* (US\$60.40 million) – This includes: the construction of dedicated busways; upgrading and rehabilitation of feeder routes that connect neighborhoods to the TransMilenio system; construction of bicycle paths and sidewalks; and measures for improving public transport, road safety, and traffic administration in Bogotá. This

¹ Income stratum is a socio-economic classification (from 0-6) based on the National Planning Department (DNP) methodology used for cross-subsidies in public service regulation according to Law 142 of 1994. According to the Colombian National Statistics Bureau, DANE, income stratification is a mechanism that classifies population (from 0 to 6) based on similar socio-economic characteristics, through the assessment of housing characteristics determined by their urban or rural context. Each municipality adopts a classification according to this methodology. In the specific case of Bogotá, Decree 200 of June 30, 2004 stipulates the income stratification for the city.

² In addition to the three components, there is a front-end fee of US\$1 million.

component is implemented by IDU and includes the Avenida Suba investments on which the Request is focused.

- *Urban upgrading* (US\$28.00 million) – This component includes infrastructure works to: plan and legalize *barrios*,³ construct storm water drainage systems and water and sewerage systems; upgrade and rehabilitate access roads; resettle people located in high risk areas, including flood plains; construct and rehabilitate public space and community services; improve environmental conditions; and provide technical assistance for home improvement and titling activities. Social activities include: promoting civic mindedness; strengthening social organizations; and assisting vulnerable populations in the city. This component is implemented by Caja de Vivienda Popular.
- *Institutional strengthening* (US\$10.60 million) – This component aims to improve the performance of the institutions delivering urban services through activities that will guarantee the social, environmental, and financial stability of the works undertaken by the Project. Key items financed include: equipment and consulting services to develop an information system for road infrastructure administration; creation of mechanisms to improve coordination among Capital District institutions, community organizations, nongovernmental organizations, and the private sector for the implementation of neighborhood improvement programs; environmental studies and equipment; preparation of mobility, housing and regional policies including mainstreaming of resettlement policy and practice across the District government; and studies and consulting services for strengthening fiscal management. This component is implemented by various District agencies.

12. ***TransMilenio and Bogotá's Urban Renewal.*** The Avenida Suba investments around which the Request is focused form part of the TransMilenio, the innovative rapid bus transit system which has transformed the urban landscape in Bogotá and received international acclaim. The TransMilenio system is used by nearly 1,200,000 people every day, has reduced travel times by 32 percent, and reduced gasoline-related emissions in the city by 40 percent as a result of the elimination of 2,109 public buses (see Box 1, which summarizes some of the key results of the TransMilenio). The TransMilenio has resulted in a 90 percent decrease in accident rates in the corridors where it operates and is regarded as an international model for resolving critical issues of urban mobility. The TransMilenio system was designed as the centerpiece of a long-term mobility strategy to stimulate urban renewal through public space improvements. TransMilenio has led to the re-development of public space around the stations (including the provision of major terminal buildings), in addition to the provision of sidewalks/pedestrian avenues, pedestrian crossings and bicycle lanes. TransMilenio is widely recognized by Bogotá's population as one the major icons of the city and has important social inclusion outcomes, dramatically improving the level of access between the city's centrally-located employment centers and the poor, peripheral areas of Bogotá.

³ Barrios are low income neighborhoods often characterized by informal or substandard layout, infrastructure, and/or tenancy.

Box 1: Selected Results of the TransMilenio¹

Travel Time:

- TransMilenio implementation has increased average public transit travel speeds by approximately 15kph to 26.7kph (9.3mph to 16.6mph).
- This has resulted in estimated system-wide travel time savings of 136,750 hours per day for TransMilenio Phase I, equating to a 32 percent reduction in average travel times for transit users (Yepes, 2003). This equates to an average travel time saving of around 16 minutes per trip for transit users and 13 minutes per trip for the city as a whole (Martínez, 2005).
- Travel time savings have been greatest for the city's lower-income groups that tend to be concentrated in the city periphery.

Identity and Image:

- The service is highly recognizable, with red articulated trunk vehicles and green feeder buses all featuring the TransMilenio brand symbol. A high-profile public information campaign was conducted to coincide with system implementation.
- Over 90 percent of surveyed city residents rated the system as good or very good during the first months of operation, declining to 76 percent more recently, as the public comes to accept the system as a normal part of city life.
- Travel time savings are central to public acceptance of the service – 83 percent stated that time savings were the main reason for using TransMilenio.

Safety and Security:

- Reduction in vehicle-vehicle traffic conflicts and pedestrian-vehicle traffic conflicts has reduced the number of collisions on the service corridors by 79 percent, which has, in turn, dramatically reduced the number of injuries and fatalities.
- The number of robberies on system corridors has also been reduced. This may relate to the significant police presence in and around TransMilenio stations.

Ridership:

- Ridership is currently measured at 1,200,000 passengers per day, with busy sections carrying as many as 41,000 passengers per hour per direction (pphpd). Once Phase II is fully operational, the system is expected to carry 1,400,000 passengers per day, approximately 30 percent of the city's total transit trips.
- TransMilenio, along with other actions in the transport plan, has increased transit mode share within the city from 64 percent in 1999 to 70 percent in 2005.
- The proportion of non-motorized trips has increased from around 8 percent in 1999 to around 15 percent in 2005. During the same period the proportion of vehicle trips reduced from 18 percent to 11 percent.
- Nine percent of surveyed riders stated that, before TransMilenio, they made the same trip by private car.
- Overall, these data suggest that TransMilenio has induced some additional corridor ridership and has succeeded, to some degree, in initiating a shift to non-motorized modes. However, this is also due to local car use restrictions that were imposed around the same time.

Environmental Quality:

- TransMilenio has had a positive impact on air quality in the vicinity of Caracas Avenue, with a 43 percent reduction in sulphur dioxide, an 18 percent reduction in nitrogen dioxide, and a 12 percent reduction in particulate matter.
- For the city as a whole, particulate matter has increased by 12 percent and sulphur dioxide has increased by 15 percent, while nitrogen dioxide, carbon monoxide, and ozone have been reduced. Overall, this suggests that, while TransMilenio may have induced localized reductions in air pollution, this is unlikely to have translated into city-wide air quality improvements.

¹ From "Applicability of Bogotá's TransMilenio BRT System to the United States," National Bus Rapid Transit Institute (NBRTI), Center for Urban Transportation Research (CUTR), University of South Florida.

13. The investments supported under the Project form part of what is widely regarded as the most successful urban renewal effort in Latin America. At the time of the drafting of this response (November, 2007), the Interamerican Development Bank is hosting an exhibit showcasing Bogotá's Urban Development over the last fifteen years which, "has radically transformed a city formerly known for its high crime rates, traffic jams, privatized public spaces and an absence of citizen culture, into a successful case of urban development through sound public management and civic culture promotion." In no small part due to the TransMilenio system, Bogotá was awarded the Golden Lion Award for Cities at the 10th Biennale di Venezia (see Box 2).

Box 2: 10th International Architecture Exhibition, 2006

The **Golden Lion Award for cities** was awarded to **Bogotá**, Colombia at the 10th Biennale di Venezia. According to the Fondazione La Biennale di Venezia, “This city has in the last decades addressed the problems of social inclusion, education, housing and public space especially through innovations in transport. Bogotá has applied Mies van der Rohe’s *dictum* ‘less is more’ to the automobile: less cars means more civic space and civic resources for people. The city provides a model for streets which are pleasing to the eye as well as economically viable and socially inclusive. Bogotá is, in short, a beacon of hope for other cities, whether rich or poor.”

14. **Project Status.** The Project has been effective for approximately four years. Approximately 94 percent of the loan proceeds have been disbursed. All Project components are advanced: (i) construction of busways at 100 percent; (ii) non-motorized transport at 90 percent; (iii) legalization of neighborhoods at 100 percent; (iv) water and sewerage infrastructure at 100 percent; (v) local mobility corridors at 94.1 percent, (vi) public space at 90.6 percent; (vii) land titling at 99 percent; and (viii) resettlement of people located in risk prone areas at 90 percent. There have been some delays in the construction of feeder routes (60 percent), transit and transport (53 percent) and the environmental subcomponent of the Barrio Upgrading Program (67 percent). These delays were caused by: (i) problems in the execution of the construction contracts for the feeder routes; (ii) lack of capacity of the recently created Mobility Secretariat to contract and execute its component; and (iii) rotation in the upper management of DAMA (*Departamento Administrativo de Medio Ambiente*, Environment Department). With the extension of the loan through July 2008 (currently being processed), it is expected that these components will be completed.

15. The Avenida Suba busway initiated operation in April 2006. Physical works have been completed and there is an ongoing contract for the maintenance of the busway. Resettlement activities have been completed. Nonetheless, IDU continues to assist and respond to concerns of affected businesses and households as and when they arise. In this regard, IDU has continued to provide facilitation assistance to the Luna Family and Ms. Molina Moros with respect to their specific requests to the Secretaría de Planeación Distrital (see Annex 1, Items 18 and 19).

IV. MANAGEMENT’S RESPONSE

16. The Requesters’ claims, accompanied by Management’s detailed responses, are provided in Annex 1. The following is a summary of Management’s Response.

17. Management takes the view that this Request is not eligible for investigation because the Requesters did not try first to address their concerns with Management prior to presenting their Request to the Panel. There has been no communication with Bank Management or staff in any of the specific cases. In only one of the eight cases (Ms. Cecilia

Molina Moros)⁴ did Bank staff, during routine supervision, meet Ms. Molina Moros. In that case, Bank staff helped IDU intervene to resolve her case such that her property is not subject to acquisition nor is she being resettled.⁵ In Management's view, the filing of the Request in such a manner to the Inspection Panel precluded Management's opportunity to intervene and resolve issues prior to appeal to the Inspection Panel. The case of Ms. Molina Moros, as well as t

18. The other grievance instances included in the Project as discussed in this Response, clearly demonstrate that when given the opportunity, Bank staff and Management intervention can be effective to resolve disputes.

19. Management also takes the view that the Request does not merit a full investigation as in each of the eight cases, the Bank complied with the referenced policies.

20. The Project design included a clear and consistent approach to addressing issues of resettlement and land acquisition that complied with the requirements of OP 4.12. The Request raises issues regarding resettlement and land acquisition related to Component I – Improved Mobility. During preparation of this Component, IDU carried out a census and socio-economic assessment of the affected population. Based on these studies, a Resettlement Action Plan (RAP) was developed for the mobility component of the Project. In addition to full compensation for land and structures acquired at full replacement cost based on an independent market evaluation, the RAP includes support for: (i) a communications program; (ii) housing assistance for affected people (compensation and legal, social, and real estate assistance); (iii) compensation and counseling for economic and social re-establishment; and (iv) monitoring and *ex post* evaluation. By January 2006, the follow up on resettlement showed that, based on self declarations, approximately 97 percent of resettled or partially impacted social units had re-established their former standard of living and income levels. These results demonstrate that the resettlement approach has been broadly successful with the exception of a small percentage of cases still requiring assistance. IDU utilized the results of this survey as well as its ongoing community outreach activities to identify cases for continued follow-up, which required assistance to redress lingering adverse impacts directly related to the resettlement process. IDU has targeted services to the small portion of households and business that required continued assistance.

21. The majority of the Requesters' allegations relate to indirect impacts of Component I of the Project (i.e., impacts which resulted not from the acquisition of land or physical resettlement of Project affected people but instead from issues such as the loss of business income due to reduced traffic volumes). While indirect impacts related to land acquisition are not covered under OP 4.12,⁶ the Project included outreach, consultation, and grievance resolution mechanisms for indirectly impacted households and business.

⁴ See Annex 1, Item 18.

⁵ This has been informally communicated to Ms. Molina Moros. Formal communication from the *Secretaria de Planeación Distrital* is pending and Ms. Molina Moros has received extensive social support in response to her concerns.

⁶ See OP 4.12, paragraph 3 and footnote 5.

These social units, based on need, also benefited from access to some of the services designed for directly impacted units (e.g., real estate and finance fairs and counseling services). Indirect impacts related to construction were handled as part of the Project's Environmental Management Plan (EMP), which included a detailed conflict resolution approach and a high level of citizen participation.

22. ***The Project design included an extensive environmental management approach that complied with the requirements of OP 4.01*** and included an Environmental Screening, a full Environmental Impact Assessment (EIA), and an EMP. The EIA outlines possible temporary negative impacts during construction of the works, and the EMP stipulates mitigatory measures for those negative impacts. Monitoring of the EMP by an independent contractor shows a consistently high level of compliance with the Plan.

23. Colombia has a well developed system of grievance mechanisms and dispute resolution (see Annex 3), and the Project included additional venues to resolve complaints (see paragraph 41). In the cases where people affected by the Project, including the Requesters on several occasions, did pursue formal resolution of concerns through the Project, those complaints were resolved. These mechanisms have been widely used by people affected by the Project.

24. The Requesters point out legitimate difficulties in dealing with the complexities of a bureaucratic system that often required interaction with multiple agencies within the city administration. The Project authorities made regular and substantial efforts to facilitate resolution of red tape from other agencies outside their jurisdiction, and Bank supervision efforts assisted the authorities in implementing the RAP.

25. Bank staff effectively supervised the Project, and in particular resettlement, to promptly identify problems and recommend ways to resolve them. Missions took place at least twice a year, and these missions were consistently staffed with a resettlement specialist, and were supplemented with visits from the regional safeguard team. In 2004 and 2005, reflecting problems associated with implementation of the RAP, the Bank fielded eight supervision missions, each staffed with a qualified safeguard specialist, including a special mission of the regional safeguard management team which took place in May 2005. This intensified effort was followed by a visit from the Regional Safeguards Coordinator in January 2006, in which the team noted that considerable progress had been made in addressing previous concerns associated with implementation of the RAP.

26. ***Bogotá is a leader in urban renewal and has a longstanding commitment to fair and systematic resettlement.*** As described below, Bogotá has undertaken a massive investment and reform of city management since the early 1990s – transforming the city into an example for growing urban areas across the developing world. Linked to this effort, Bogotá has a robust legal framework for resettlement and resettlement experience in Bank financed Projects (Bogotá Urban Transport and Santa Fe Water and Sewerage Rehabilitation Project). Based on this extensive engagement, the District developed a resettlement policy. The Bogotá Urban Services Project includes support for mainstreaming this policy throughout the District Government.

V. SPECIAL ISSUES

ELIGIBILITY

27. Management believes that the Request is not eligible for investigation. Management was not apprised of the issues in the Request and was not given the opportunity to resolve those issues prior to the Request being registered with the Inspection Panel. There has been no communication between Bank Management or staff and the Requesters, with the exception of that with Ms. Cecilia Molina Moros. In that case, Bank staff, during routine supervision, met Ms. Molina Moros and helped IDU intervene to resolve her case such that her property was no longer subject to acquisition and she has not been resettled, although the case is still pending formal notification from the District Government.

28. The Request does not specify the actions taken to bring the issues to the attention of Management. There is no evidence that any of the Requesters made attempts to contact Bank staff or management. Staff have reviewed documents on file with the Bank and found no evidence of prior contact between the Requesters and the Bank, with the exception of Ms. Molina Moros. Bank staff carried out an exhaustive review of IDU documents. Of the thousands of pages of documents and communications between the Requesters and IDU reviewed since the Request was brought to Management on October 31, 2007, staff has not encountered any evidence of contact or efforts to make contact with the Bank.

29. In Management's view, this request to the Inspection Panel precludes Management's opportunity to intervene and resolve issues prior to appeal to the Inspection Panel. The case of Ms. Molina Moros clearly demonstrates that Bank staff and management intervention can be effective to resolve disputes when given the opportunity.

THE PROJECT'S RESETTLEMENT APPROACH

30. Preparation of the Bogotá Urban Services Project included the development of mitigation and action plans to address environmental and social impacts of the Project consistent with the Bank's environmental and social safeguard policies. The Project, as appraised, complies with all relevant Bank safeguard policies. These cover different categories of impacts and affected individuals, households and communities, with corresponding entitlements under the Project's action plans. The Request raises issues regarding resettlement and land acquisition related to Component I – Improved Mobility. The following paragraphs outline the Project's resettlement approach for Component I.⁷

31. Under the Project, and consistent with **OP 4.12, Involuntary Resettlement**, people who were directly affected by impacts attributable to land acquisition were entitled to and

⁷ Component II had a different approach to resettlement reflecting the nature of the respective investments and consistent with Bank Policy. The District prepared a Resettlement Policy Framework for Component II. In addition, Component III of the Project supports mainstreaming of resettlement policy throughout the District Government.

received four forms of compensation and resettlement assistance including: (i) compensation for lost assets such as land and structures; (ii) compensation for the temporary loss of income and other administrative fees, legal costs, moving expenses and other costs related directly to the relocation process; and (iii) non monetary resettlement assistance including access to real estate, business relocation, psychological and other social services. A RAP was developed for this component during Project preparation reflecting the above framework for compensation. That Plan includes: (i) a socio-economic diagnostic study, which included 315 identified parcels and 591 independent business and households, utilizing the results of a household census;⁸ (ii) a vulnerability and impact assessment based on a separate vulnerability survey of the 591 social units; and (iii) a social management plan which identified specific actions to mitigate adverse social and economic impacts caused through the displacement of businesses and households.

32. The Project approach to resettlement and land acquisition builds on the strong commitment of the District to address resettlement issues in an equitable and socially just way. Bogotá's urban renewal process has entailed a wide range of investments that have required resettlement, including transport projects, construction and rehabilitation of water, sanitation, and drainage systems, a disaster prevention program and an urban renewal program. Since the initiation of TransMilenio construction in 1999, six corridors have been built, and more than 3,400 families and business have been subject to involuntary resettlement and/or land acquisition. An additional 19 corridors are planned to be built through 2020. To strengthen the existing and well developed legal and institutional framework for resettlement and land acquisition, the Project includes technical assistance to consolidate and roll out a unified resettlement policy for the District. It builds on a history of partnership with the Bank on resettlement issues.

33. Individuals and households covered under the Bank's Involuntary Resettlement Policy are specifically identified in the Component I RAP, with clear summaries of impacts and corresponding entitlements for each. The Bank's OP 4.12 explicitly excludes coverage of indirect impacts (see OP 4.12 paragraph 3 and footnote 5). For example, the 2004 Involuntary Resettlement Sourcebook notes that: "the policy does not apply to impacts indirectly related to land acquisition ... the policy cannot address long-term impacts on customer loyalty, differences in local tastes, or other forms of intangible cost."

34. In summary, specific and quantified impact assessment and mitigation for individuals and households is a requirement under OP 4.12, Involuntary Resettlement, but it is limited to individuals, households or businesses subject to land acquisition and physical resettlement. Indirect impacts are addressed under OP 4.01, through the mitigation of impacts related to changes in the physical environment. Other impacts, including livelihood losses as a result of changes in traffic patterns or customer access, were handled through a number of instruments under the Project, including: (i) *ex ante* analytical work as part of the EMP; (ii) the system of grievance management related to construction im-

⁸ The initial socio-economic census was based on preliminary designs and identified 315 directly affected parcels and 591 associated social units. As designs were finalized and adjusted during Project implementation, the number of affect people increased to 1,280 social units, a dynamic which is not unusual for investments in densely populated urban areas.

pacts through the Puntos CREA (*Centro de Respuesta y Atención al Ciudadano* or Center for Citizen Response and Attention); (iii) resettlement support activities not limited to directly impacted people, including the real estate fair (*feria inmobiliaria*) and the finance fair (*feria de financiamiento*) open to all residents; and (iv) *ad hoc* access to the social services mobilized for all directly affected people. This support goes beyond the requirements of OP 4.12 and demonstrates the District's efforts to address the range of negative impacts related to the Project.

THE PROJECT'S ENVIRONMENTAL MANAGEMENT APPROACH

35. ***Environmental Screening.*** In accordance with OP 4.01, an environmental screening of the area was undertaken to determine the type, location, sensitivity, and scale of the Project, and the nature and magnitude of its potential environmental impacts. Based on the nature of the Project (improvements to existing roads), the relatively targeted impact of proposed activities, and the fact that potential adverse impacts related to the activities were determined to be site specific, and appropriate mitigation measures could be implemented to address them, the Project was placed in environmental category "B." A screening of the Suba trunk line was carried out during project preparation, which determined that the most relevant environmental aspects to be considered in the environmental assessment for the trunk line included: (i) the resettlement of 591 households and businesses; (ii) the rerouting of traffic through secondary roads during construction; (iii) an increase in air pollution and noise levels during construction; (iv) the disposal of construction waste; and (v) potential minor effects on ecosystems in the Project's area of influence, specifically the Cordoba wetlands and Suba hills.

36. ***Environmental Impact Assessment.*** Based on the results of the screening and in accordance with Bank policy, a full EIA was carried out prior to initiating the bidding process for the works. The EIA, which was publicly disclosed, included an assessment of the potential impacts associated with the works. The EIA concluded that the Project was expected to result in negative environmental impacts during construction, and overall positive environmental impacts including better air quality, better mobility and less exposure to contaminants (because the new bus system would allow passengers to spend less time on the road exposed to vehicle contamination). Improvements in safety and urban space offer better quality of life, and help promote non motorized transport (both bike-ways and pedestrian facilities).

37. ***Environmental Management Plan.*** The temporary, negative environmental impact and nuisances that were anticipated to result from the works identified in the EIA included noise, air pollution, construction waste, and potential impacts on nearby ecosystems of importance. To mitigate these effects, the EIA defined EMPs to properly handle wastes, noise, movement of materials, water management, campgrounds, pedestrian safety, visual disturbance, equipment and machinery risks, access to housing and commerce, and industrial and occupational health. The design and content of the EMPs follow the guidelines utilized by IDU, which were developed under the advice of the World Bank, and which are consistent with the Bank's environmental and social safeguards.

38. **EMP Implementation, Monitoring and Follow up.** To ensure compliance with the mitigation measures, the bidding documents and contracts for Avenida Suba (and all works under the Project) included the approved EMPs. EMPs are implemented by the contractor and their cost reimbursed as remuneration to the contractor according to compliance with the EMPs. To follow up on compliance, a detailed timetable for EMP implementation was developed, including a checklist with ratings for each of the activities included in the EMPs. The rated percentage of noncompliance means a pro-rated deduction on the payment to the constructor. The rating is made by an *interventor* (independent construction supervisor), who completes the check list daily, in coordination with the works contractor. A weekly meeting is held with the environmental coordinator from IDU. A monthly report is produced by the construction supervisor to indicate overall compliance and plans of action to correct measures. Recurring noncompliance with the EMP also generates fines.

39. Project monitoring shows that contractors maintain a high level of compliance with the EMP. From January 2004 to May 2006, the average monthly rating of compliance with the EMP was 95 percent, with no month dropping below 91 percent compliance. In addition, for cases in which there was not full compliance, the Project included a range of grievance mechanisms as well as penalties to the contractor for non compliance as described below.

PUBLIC CONSULTATION, GRIEVANCE AND DISPUTE MECHANISMS

40. Colombia has a well developed legal and institutional framework in areas of citizen participation, outreach, and public consultation, and national norms are supplemented with District-level instruments. In Management's view, the Requesters have not made systematic use of the available instruments, both existing and specific to the Project, and in the cases in which they have, evidence suggests that their concerns have been appropriately addressed.

41. The legal framework reflecting Colombia's conflict resolution mechanisms is summarized in Annex 3. The Project also included the establishment of instruments for handling citizen concerns, complaints, and grievances for the Avenida Suba investment. These include:

- *Public Consultation and Information Sessions.* Approximately 333 information sessions were held in the Avenida Suba Project area prior to and during the construction of the works. Approximately 2,400 participants attended these sessions, which focused on a range of subjects, including: (i) overall Project design and the construction schedule; (ii) implementation progress; (iii) meetings organized around specific community concerns and issues in implementation; and (iv) Project closing.
- *Informational Material and Dissemination.* The Project also involved extensive preparation and dissemination of informational materials, including: (i) informational bulletin boards throughout the Project area; (ii) general brochures on Project details, designs and the location of key offices described below; (iii) quarterly Project implementation handouts reporting on progress; (iv) brochures on traffic management

plans; and (v) specific brochures on various subjects including information meetings, construction details, social services, etc. Over 400,000 brochures, bulletins and reports were distributed.

- *Satellite Information Kiosks*. The Project established 23 information kiosks throughout the area of works where citizens had access to the wide range of information mentioned above (see Map 1 for the exact location of the Kiosks in relation to the Requesters and the Avenida Suba).
- *Actas de Vecindad* (independent structural appraisals).⁹ The Project included the *ex ante* and *ex post* use of building and unit appraisals done jointly by the contractor, the supervisor and the occupant, renter or owner of the structure. The *Actas* assess structural conditions of the works and provide citizens with independently validated information on potential damages caused by works. Approximately 6,951 *ex ante* *Actas* and 6,845 *ex post* *Actas* were completed. These resulted in the identification of approximately 2,703 mitigation measures that were executed by the contractor and 749 cases where damages were compensated by the contractor directly.
- *Punto PAZ* (*Puntos de Participacion y Asistencia Zonal*, Zonal Participation and Attention Point). The Project established a Punto PAZ in the area of works to receive requests for specific information and complaints, and provide legal advisory support on the land acquisition and related compensation process. These offices were used extensively by affected people during implementation and represent an innovative instrument to provide legal guidance, mitigation of complaints and general information. Several of the Requesters have utilized Punto PAZ services as outlined below (see Map 1 for the exact location of the Punto PAZ in relation to the Requesters and the Avenida Suba).
- *Puntos CREA*. The Project also established four Puntos CREA for the resolution of disputes related to the construction and maintenance of works in the area. These centers are operated by the contractor and have attended to approximately 2,270 complaints or requests for information. All of these complaints or information requests have been closed to date (see Map 1 for the exact location of the Punto CREA in relation to the Requesters and the Avenida Suba). As noted in Items 15 and 19 of Annex 1, Requesters who have used the Punto CREA have received a satisfactory solution to their concerns.
- *Committee CREA*. The Project also established Committee CREA to enable community participation in the implementation of works. The contractors, the construction supervisor, a representative of IDU and members of the community meet bi-monthly to review progress in construction, review plans for future works and address specific problems. Participation of community representatives was voluntary and representation shifted as works progressed.

⁹ *Acta de Vecindad*, or independent structural appraisal, is a document signed by the property owner attesting to the physical condition of the property, both before and after works in the vicinity of the property.

- *Direct Access to IDU.* Project affected people also have access to IDU where a general Customer Service Office receives and registers communication and complaints, directing them to the specific concerned offices of the IDU.

42. The Project-specific outreach, conflict resolution, and grievance mechanisms are summarized in Annex 3.

SPECIFIC ISSUES RAISED BY THE EIGHT REQUESTERS

43. The eight Requesters raise a variety of issues with regard to Bank Policy (OP/BP 4.12, 4.10 and 13.05). Details on each case can be found in Annex 1 of this document; Table 1 below summarizes the claims and Management’s responses.

| Table 1: Specific Issues Raised by the Eight Requesters | |
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| Key Requester Concern | Summary Management Response |
| <p>1. Submarket Valuations. Assessed values and offers for the sale of parcels were below market value and in many cases below cadastral values. (Nelida Vargas, Luna Family)</p> | <p>The assessed values – and agreed payments – for the parcels acquired were based on replacement value compensation determined by a market value assessment by an independent real estate appraiser and were significantly higher than cadastral values in all relevant cases. In the case of Ms. Nelida Vargas, the sales price offered in 2003 of COP 111,412,200 was 49.8 percent greater than the cadastral value of COP 74,374,000 as established in the same year. In the case of the Luna Family, the cadastral value established for 2003 for the property was COP 160,098,000.00. The valuation made by the <i>Camara de Propiedad Raiz</i> on August 2, 2003 was for COP 227,059,900.00 which was the basis of the payment by IDU.</p> <p>The assessments used the methodology established in the RAP for Component I and are in compliance with OP 4.12.</p> <p>Valuation for land acquisition and the definition of compensation are governed specifically by Law 388 of 1997, Decree 1420 of 1998 and IGAC Resolution 762 of 1998. These regulatory norms are a matter of public record and the RAP makes reference to them.</p> <p>Valuations are conducted by specialized firms, registered in the <i>Lonja de Propiedad Raiz</i>. The valuations are based on market comparisons, rather than the parcel value registered in the cadastre, consistent with Bank policy. Market comparisons in virtually all cases yield values higher than the registered values. The offers to purchase parcels also stipulate measures by which the owner can contest the independent appraiser’s valuation and a process by which IDU can revisit and amend the valuation.</p> |
| <p>2. No Access to Information and Support Services. Lacked access to Project information, legal and advisory support, facilitation and other social services. (Nelida Vargas, Benito Eduardo Lopez, Oscar Mauricio Guerrero, Luna Family)</p> | <p>The Project involved an extensive and innovative system for communication, outreach and conflict resolution including the use of extensive public consultations, informational material, satellite information kiosks, Puntos CREA and PAZ, Committee CREAs, direct communication with IDU and other instruments available to all the interested parties, including the Requesters (see paragraph 33 above).</p> <p>Individual Requesters made use of many of these instruments.</p> <p>Ms. Nelida Vargas and her legal counsel received advisory and legal guidance from the Punto PAZ on five occasions between November 24 and December 24, 2004. Ms. Nelida Vargas also wrote to IDU directly on March 4, 2004 through the use of a <i>Decreto de Petición</i> seeking guidance on procedures for being included in the census for which she received a response on March 25, 2004.</p> <p>Additionally, the Luna Family and Ms. Cecilia Moros both received extensive facilitation and advisory support from IDU between 2005 and the pre-</p> |

| Table 1: Specific Issues Raised by the Eight Requesters | |
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| Key Requester Concern | Summary Management Response |
| | <p>sent to assist in the resolution of their respective cases with District planning authorities. Ms. Moros also received extensive social and psychological outreach support from the IDU team given her specific vulnerabilities.</p> <p>Other examples of direct support, facilitation and the provision of social services to the Requesters are provided in Annex 1.</p> |
| <p>3. Uncompensated for Construction Related Damages to Homes. Damage was caused to their buildings or homes as a result of construction that was neither compensated nor recognized.</p> <p>(Benito Eduardo Lopez, Lilianna Margarita Torres, Alcira Morales de Guerrero, Oscar Mauricio Guerrero, Luna Family)</p> | <p>The EMP establishes a comprehensive and well-used mechanism for managing construction-related complaints; those complaints brought to the attention of the construction contractors and IDU were addressed.</p> <p>The Puntos CREA, which register construction-related grievances, have received 2,270 complaints to date, all of which have been closed. Independent monitoring shows very high levels of compliance with the EMP.</p> <p>When individual Requesters used these instruments, concerns appear to have been adequately addressed.</p> <p>For example, Ms. Alcira Guerrero submitted a complaint to a Punto CREA on August 15, 2005 for construction related damage in her basement, for which she received a site visit by the contractor on August 24, 2005 during which the damage was assessed. On August 29, 2005 an invoice was submitted for processing as compensation.</p> <p>Similarly, the Luna Family submitted a complaint to the Punto CREA on September 25, 2006 regarding the presence of construction and other solid waste on their empty parcel. Between September 27 and October 3 the contractor dispatched workers to clean the parcel. Documentary evidence of this response is summarized in Annex 4.</p> |
| <p>4. Poor Census and Failure to Address Needs of Elderly. Census instrument was flawed and did not assess or consider the particular vulnerabilities of elderly groups in the design of the operation and mitigation measures.</p> | <p>The original census and vulnerability assessment for Component I of the Project were completed between July and November 2002 based on an identification of 315 directly affected parcels and 591 associated social units and were updated regularly as construction designs evolved.</p> <p>The census and associated socio-economic assessment were extensive in their analysis of potential impacts, socio-demographic characteristics, risk factors and particular vulnerabilities.</p> <p>The elderly were considered as a vulnerable group and were subject to special analysis and support. Primary data collection in 2002 did, in fact, involve a vulnerability assessment. A specific survey instrument was mobilized in this regard.</p> |
| <p>5. Not Compensated for Indirect Impacts. Were not compensated as per RAP provision for lost access to income resulting from disruptions in the construction process and the lack of access to parking after construction.</p> | <p>Indirect impacts were handled in an appropriate way, in line with OP 4.01, and consistent with the OP 4.12 provision that such indirect impacts are not covered under the policy.</p> <p>The majority of the claims by the eight Requesters of indirect impacts not addressed under the EMP relate to a crackdown on illegal parking in the Project area through the installation of bollards (obstacles to prevent illegal parking on sidewalks).</p> <p>The efforts to enforce existing parking laws and norms is not directly linked to the Project but rather part of a larger, city-wide program to improve the use of public space and is widely regarded as a key element in the city's transformation.</p> |
| <p>6. Poor Monitoring and Follow Up of Cases. Project did not adequately monitor the conditions of displaced families and businesses.</p> | <p>A system of monitoring, follow up and <i>ex post</i> evaluation of the resettlement process under this Component was put in place from August 2003 through the end of all significant resettlement activities in January 2006. Approximately 940 businesses and households partially or completely impacted by resettlement were visited as part of these follow up activities.</p> <p>An <i>ex post</i> report was prepared by IDU in January 2006 summarizing the</p> |

| Key Requester Concern | Summary Management Response |
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| | <p>results of this process and, in particular, the results of a survey of 436 businesses and households that voluntarily participated in the survey process. Approximately 97 percent of resettled or partially impacted units claim to have re-established their former quality of life and income levels. These results assisted IDU in identifying cases that required continued follow-up. Additionally, it was noted that at the time of the survey approximately 85 percent of respondents had been paid 100 percent of the agreed sales price and an additional 10 percent had received partial payment for their parcels. Additionally, 95 percent of all units eligible for compensation for the loss of income directly related to land acquisition had received it by the time of the survey. Between the January 2006 report and the drafting of this response, all outstanding compensation was paid.</p> <p>Lastly, the report finds that approximately 94 percent of displaced businesses had either reestablished their business or voluntarily chosen to change occupations. These results are further summarized in the January 2006 IDU <i>ex post</i> evaluation, which is located in the Project files.</p> |
| <p>7. Considerable Delays in Payments. Payments for the purchase of parcels and compensation were significantly delayed.</p> <p>(Nelida Vargas, Luna Family)</p> | <p>There were documented problems with undue delays in the making of payments to Project (Component I) affected people. This matter was the subject of significant staff and management attention during supervision and an action plan of reforms was agreed upon in 2005. An analysis by IDU of payment processing time before and after these reforms demonstrates a significant reduction in processing time. Prior to the reforms, compensation payments in the sample analyzed took on average 153.4 days; after reforms, this was reduced to 48.9 days.</p> |

ENFORCEMENT OF PARKING REGULATIONS

44. The majority of the claims of indirect impact by the eight Requesters relate to the installation of bollards (obstacles to prevent illegal parking on sidewalks similar to those recently installed around World Bank buildings) and the subsequent impacts on businesses resulting from the lack of parking. The enforcement of public space and parking regulations are not directly related to the Project. In fact, these efforts constitute a city-wide strategy implemented by Bogotá since 1998. The strategy aims to curtail the invasion of public and pedestrian space by vehicles and other non-public uses in order to increase public and road safety, reduce accidents, improve overall traffic and congestion conditions and, when implemented on a citywide scale, prevent the deterioration of public spaces, and facilitate reductions in transport times and associated operation costs. The strategy involves the: (i) construction of and raising the height of sidewalks; (ii) construction of sidewalk barriers; and (iii) strict enforcement of existing regulations. The successful implementation of this program has received international attention and serves as a reference for mobility and public space management.

SUPERVISION

45. It is Management's opinion that the Bank's approach to supervision was comprehensive, timely and in full compliance with OP/BP 13.05, and that supervision was instrumental in resolving early implementation problems which arose primarily as a result of staff turnover in IDU. Between Project Effectiveness and the receipt of the Request, the Bank carried out 17 supervision missions. The vast majority of them included the par-

participation of environmental and social safeguard specialists. Supervision was complemented by a Safeguards Thematic Review and by a technical visit of a Bank-wide specialist. The task manager of the operation is located in Bogotá and carries out informal supervision tasks on a regular basis.

46. This supervision brought to light issues of IDU's implementation of the Component I RAP. These issues were raised in numerous missions and are outlined below, along with the Bank's related recommendations. The issues were formally brought to a dialogue between Bank Management and the Government in late 2005 at the Country Program and Portfolio Review (CPR), in which an agreement was reached that IDU would submit a report to the Bank providing an update on all social units to be resettled, at which time the Bank would decide whether to suspend disbursement of loan funds. The subsequent improvements in IDU's management of the resettlement aspects of the Project and the documented improvements in IDU capacity that resulted are evidence that the Bank's intervention was timely and effective. Table 2 summarizes key issues raised during supervision and the actions that were taken by District authorities to improve performance.

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| Delays in Payments for the Sale of Parcels and Compensation | In the May 2004 supervision mission Bank social specialists observed delays in executing compensation payments for affected people and the need for significant effort within IDU to improve performance. At the time it was observed that for the purchase of parcels the average processing time for the first installment (60 percent) was 90 days, with the second installment (20 percent) coming 45 days thereafter. During the mission, IDU agreed to simplify procedures, improve information systems and negotiate transfer of resources for economic compensation payments from TransMilenio to IDU. These efforts were carried out during the course of 2004. From 2005 onwards, there was a significant reduction in payment processing time for economic compensation, from 153.4 days to 48.9 days (for more information, see Item 7.3 of Annex 1). |
| Adequacy of IDU Staffing | In the May and September 2004 missions, the Bank safeguard specialist stressed the importance of robust outreach, monitoring and social programs for affected people and businesses, and recommended to increase numbers and capacity of the IDU team for this purpose. In October 2004, IDU assumed primary responsibility for the social management plan (which had been under the management of outside consultants) and pulled together a team of 22 professionals including lawyers, sociologists, anthropologists, psychologists, architects and other key specialists. Subsequent Bank missions (December 2004 and April 2005) recognized the positive impact of capacity building. |
| Adequacy of Overarching Monitoring and Follow up System | In September 2003 and May 2004 the Bank social specialist discussed with IDU the need to put in place an adequate system for monitoring and follow up of households and businesses being resettled under the Project and specific follow up actions were agreed upon. From mid 2004 through 2005 IDU and its consultants implemented a program for monitoring the post resettlement conditions of resettled people. This included over 940 field visits to resettled households and businesses, and the mobilization of a voluntary survey in which 436 respondents participated. These visits and survey instruments identified specific areas of need/vulnerability in which affected people were provided assistance such as psychological services, assistance on school admittance, and access to real estate and finance fairs. |
| Supervision of Critical Cases | Bank supervision on multiple occasions (including missions in May 2004 and September 2005) emphasized the importance of following up on critical cases. Specific cases that came to the attention of the Bank were identified during these missions. None of the eight Requesters in this case were identified as critical cases. IDU |

| Table 2: Key Implementation Issues Raised and Addressed with Bank Assistance | |
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| | made considerable effort to address the legitimate concerns of these families or businesses throughout late 2004 and during 2005. Reporting in January 2006 and October 2006 documents efforts to resolve these cases. |
| Delivery of Comprehensive Report Evaluating the Ex-post Conditions of Resettled Units | <p>As a result of the September 2005 mission, the Bank team requested IDU to prepare, by November 30, 2005, a comprehensive report on resettlement practices and, in particular, the post-resettlement conditions of affected businesses and households, addressing key issues observed to date: (i) the status of displaced and partially affected social units in terms of their ability to reestablish standards of living; (ii) assessment of critical cases and efforts to provide support to these cases; (iii) status of improvements to reduce payment times; amongst other issues. The said report – or <i>ex post</i> evaluation – was completed in a final version in January 2006 and considered comprehensive and acceptable to the Bank with minor observations and requests for clarifications.</p> <p>It is important to note that the Bank repeatedly requested improvements in and delivery of periodic resettlement management reports beginning in September 2003. Reports of varying yet improving quality were prepared by the consultant firm contracted by IDU for social management in November 2003 and April 2004 and then in July 2005, January 2006 (referenced above) and October 2006 by IDU.</p> |

ACTIONS

47. Management believes that the Bank has consistently and fully applied its policies and procedures and has systematically and concretely pursued its mission statement. In Management's view, the Bank is thus complying with the policies and procedures applicable to the matters raised by the Requesters and will continue applying the same at all times.

48. Management did not have the opportunity to respond to the claims prior to the filing of the Request, as the Requesters did not come first to the Bank with the concerns raised in the Request for Inspection. Paragraph 13 of the Resolution states that “[t]he Panel shall satisfy itself before a request for inspection is heard that the subject matter of the request has been dealt with by the Management of the Bank and Management has failed to demonstrate that it has followed, or is taking adequate steps to follow the Bank's policies and procedures. The Panel shall also satisfy itself that the alleged violation of the Bank's policies and procedures is of a serious character.” Management has not been provided with the opportunity to respond and try to resolve the claims raised by the Requesters in their correspondence to the Bank before the Request was filed, which would suggest that the Request is ineligible for investigation.

ANNEX1 CLAIMS AND RESPONSES

| No | Claim/Issue | Response |
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| Environmental Impact Assessment | | |
| 1. | <p>The Request for inspection claims that the works implemented under the Project have generated environmental impacts that affect the quality of the neighboring communities, such as construction related environmental impacts including dust, noise, stagnant water, and permeation of water into buildings. Examples of comments from the Requesters include:</p> <p><i>“Starting in mid-2003 they began razing buildings, and we began to suffer from limited access to the house, noise, and the mud that surrounded us “</i></p> <p><i>“The building settled on one side because of the excavations for the Project, causing interior structural damage that the Project engineers did not repair.”</i></p> <p><i>“...income from sales dropped by 80 percent because of lack of access and visibility caused by the green canvas, the mud, and the coming and going of dump trucks. There was also deterioration and damage to the furniture because of the Project-generated dust, losses in the design and time for the arrangement and maintenance of the furniture.... Furthermore, the environmental situation has deteriorated because of the nauseating odor of a pool of rainwater mixed with sewage on the sidewalk, which is a haven for insects and rodents.”</i></p> <p><i>“...the construction of the bridge affected the structure: the settling unhinged doors, broke windows, and cracked walls.”</i></p> <p>Note: This is a summary of several allegations in the Request. All other cells in this column are translated text taken directly from the Request.</p> | <p>1.1 Environmental Screening</p> <p>Consistent with OP 4.01, an environmental screening of the area was undertaken to determine the type, location, sensitivity, and scale of the Project and the nature and magnitude of its potential environmental impacts. Based on the nature of the Project (improvements to existing roads) and the relatively targeted impact of proposed activities, it was determined that potential adverse impacts were site specific, and appropriate mitigation measures could be implemented to address them. The Project was placed in environmental category “B.” A screening of the Suba trunk line was carried out during Project preparation, which determined that the most relevant environmental aspects to be considered in the environmental assessment for the trunk line included: (i) resettlement of 591 households and businesses; (ii) rerouting of traffic through secondary roads during construction; (iii) an increase in air pollution and noise levels during construction; (iv) disposal of construction waste; and (v) potential minor effects on ecosystems in the Project’s area of influence, specifically the Cordoba wetlands and Suba hills.</p> <p>1.2 Environmental Impact Assessment</p> <p>Based on the results of the screening and given the complexities and nature of the works, a full EIA was carried out in accordance with good practice and the operational policy, prior to initiating the bidding process for the works. The EIA, which was disclosed December 17, 2002 according to Bank policy, included an assessment of the potential impacts associated with the works. The EIA found that the Project was expected to result in temporary negative environmental impacts during construction, and positive environmental impacts following implementation, as a result of better air quality, better mobility and less exposure to contaminants (because the new bus system would allow passengers to spend less time on the road exposed to vehicle contamination). Also, improvements in safety and urban space would lead to better quality of life, and help promote non motorized transport (both bikeways and pedestrian facilities).</p> <p>1.3 Environmental Management Plan</p> <p>The EIA recognized some temporary, negative environmental impacts and nuisances that were to result from the works, such as noise, air pollution, construction waste, and potential impact on nearby ecosystems of importance. To mitigate these effects, the EIA identified the need for EMPs to properly handle wastes, noise, movement of materials, water management, campgrounds, pedestrian safety, visual disturbance, equipment and machinery risks, access to housing and commerce, and industrial and occupational health. The design and content of the EMPs follow the guidelines utilized by the contractor, which were developed under the advice of the World Bank and are consistent with the Bank’s environmental and social safeguards.</p> <p>1.4 Implementation of the EMP, Monitoring and Follow</p> |

| No | Claim/Issue | Response |
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| | | <p>Up</p> <p>To ensure compliance with the measures, the bidding documents and contracts for Avenida Suba (and all works under the Project) include the approved EMPs. EMPs are implemented by the contractor and their cost reimbursed as remuneration according to compliance with the EMPs. To follow up on compliance, a detailed timetable for EMP implementation was developed, including a checklist with ratings for each of the activities included in the EMPs. The rated percentage of noncompliance means a pro-rated deduction in payment to the constructor. The rating is made by the construction supervisor, who completes the checklist daily, in coordination with the works contractor. A weekly meeting is held with the environmental coordinator from IDU. A monthly report is produced by the construction supervisor to indicate overall compliance and plans of action to correct measures. Recurring noncompliance with the EMP also generates fines.</p> <p>The Project also includes a robust mechanism for attending to citizen concerns and complaints on construction-related impacts, as outlined in Item 4.</p> |
| Involuntary Resettlement | | |
| 2. | <p><i>Our families and businesses have waited very patiently for all these years while we were seriously harmed; said entity ignored the situation, and failed to take steps to help us regain our living conditions, income, and the freedom we sacrificed to open up lanes for cars and buses. We believe we are entitled to restore our living conditions to the way they were before inappropriate and unfair disruption by IDU, evidence that the big shopping centers and chain stores exercise power over that agency's decisions. We are the vulnerable ones, who have suffered greatest harm, and who have been devastated by the insensitive power of development.</i></p> | <p>Management considers that the Project's resettlement approach complies with OP 4.12. IDU has clearly acknowledged the adverse impacts associated with the Project and taken appropriate measures to respond to concerns of all Project affected people, including the Requesters.</p> <p>Under the Project, and consistent with OP 4.12, Involuntary Resettlement, people who were directly affected by impacts attributable to land acquisition were entitled to and received four forms of compensation and resettlement assistance, including: (i) compensation for lost assets such as land and structures; (ii) compensation for the temporary loss of income and other administrative fees, legal costs, moving expenses and other costs related directly with the relocation process and (iii) non monetary resettlement assistance, including access to real estate, business relocation, psychological and other social services.</p> <p>Individuals and households covered under OP 4.12 are identified in the Project RAP developed for Component I with clear summaries of impacts and corresponding entitlements. Other, more indirect impacts on broader population groups are explicitly excluded from coverage under this policy. The 2004 Involuntary Resettlement Sourcebook describes this: "... the policy does not apply to impacts indirectly related to land acquisition ...the policy cannot address long-term impacts on customer loyalty, differences in local tastes, or other forms of intangible cost." (pp. 18, 19)</p> <p>An Environmental and Social Framework was developed for this component during Project preparation and is included as Volume 9 of the RAP. The RAP includes: (i) a socio-economic diagnostic study, which included 315 identified parcels and 591 independent business and households, utilizing the results of a household census; (ii) a vulnerability and impact assessment based on a separate vulnerability</p> |

| No | Claim/Issue | Response |
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| | | <p>survey of the 591 social units; and (iii) a RAP which identifies specific actions to mitigate adverse social and economic impacts caused through the displacement of businesses and households. In accordance with Bank policy, the RAP specifies compensation for those directly impacted by the acquisition of parcels or the displacement of households or business located on those parcels. Compensation for these specific households and businesses covers: (i) the purchase of acquired land; (ii) loss of direct income from a displaced business or rental income; (iii) administrative, legal and processing costs; (iv) moving costs; and (v) the cost of relocation for businesses or households displaced by land acquisition.</p> <p>Consistent with Bank policy, the RAP does not identify households and businesses <u>indirectly</u> impacted (e.g., those located on parcels not subject to full or partial land acquisition) as eligible for economic compensation.</p> <p>It is important to clarify that indirectly affected businesses and households have been identified as affected groups in the context of the Environmental and Resettlement Action Plan and are eligible for non-economic assistance and advisory support. As outlined in Item 1 above, the EIA identifies a wide range of potential impacts to businesses and households located near the works and associated directly with the construction process. Also outlined above, the EMP specifies a wide range of specific mitigation measures that were provided by the contractor under the supervision of IDU and with validation by an independent construction supervisor.</p> <p>Management has been monitoring the resettlement to date and there is no evidence of inequitable treatment on the part of IDU in the resolution of cases for resettlement. Following a series of adjustments to the original census (explained below in Item 3), a total of 1,280 businesses or households (social units) are identified as directly impacted by the involuntary resettlement process and eligible for compensation.</p> <p>It is important to note that 80 percent of the households and businesses subject to resettlement under the Project were from income groups 3 and 4, while the remaining 20 percent were from groups 5 and 6 (on a scale of 0-6; 0 as extreme poverty).¹ An analysis of the compensation paid to beneficiaries of different income groups done in January 2006 does not find significant variations in the compensation paid by income group. In fact, as a ratio of average income, groups 3 and 4 received higher compensation than groups 5 and 6.</p> <p>Given these measures, Management considers the resettlement for Component I of the Project fully consistent with Bank policy.</p> |
| 3. | <p><i>The loan requires that individuals who are adversely impacted by the Suba roadway must have their previous standard of living restored. In the resettlement plan submitted to the World Bank as a requirement for obtain-</i></p> | <p>3.1 The Requesters claim that they been adversely impacted by the Project but have not been restored to their original conditions as outlined in the RAP.</p> <p>The Requesters identify both direct impacts (i.e., involving</p> |

¹ See Footnote 1 of the main text.

| No | Claim/Issue | Response |
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| | <p>ing the loan resources, IDU prepared a social management plan {Resettlement Action Plan} which established that district agency's obligation to take the necessary steps to provide compensation so that people would not suffer the loss of businesses, jobs, or property, or experience emotional trauma. Unfortunately, many of us have had permanent losses and are still suffering great harm. IDU is oblivious to this and is not willing to provide compensation, as called for not only in the loan agreement but also in its own social management plan {Resettlement Action Plan}; we consider this to be deceitful.</p> <p>In December 2002 IDU presented the "Census and Socio-economic Diagnosis of the Social Units Located on the Property Required for Upgrading Suba Avenue for the TransMilenio System, Resettlement Plan", a public document that defines how that agency is required to undertake a resettlement plan that satisfies the policies of World Bank OP 4.12 on Involuntary Resettlement.</p> <p>That IDU document states that the agency will identify and set value on the monetary impact caused by displacement and that for this purpose it must prepare a Social Management Plan {Resettlement Action Plan}. The document affirms IDU's commitment to restore socio-economic activities (page 67).</p> <p>IDU is required to prepare a resettlement plan, which shall satisfy World Bank policy OP 4.12 on Involuntary Resettlement. The IDU document says it is necessary to:</p> <ul style="list-style-type: none"> - Identify and mitigate the negative socio-economic impacts experienced by social units as a result of displacement due to the sale of the building to IDU. - Design a Social Management Plan {Resettlement Action Plan} that will make it possible to satisfy the basic needs of the people relocated, addressing the negative impacts identified. <p>Serious problems arose regarding the contents and subsequent implementation of the "Census and Socio-economic Diagnosis of the Social Units Located on the Property Required for Upgrading Suba Avenue for the TransMilenio System, Resettlement Plan":</p> <p>The IDU plans were not carried out.</p> <p>No provisions were established to permit partially acquired properties to resume socio-economic activities, and they too received no compensation for the damages they experienced.</p> <p>The Bank has violated its own policies in the following manner:</p> <ul style="list-style-type: none"> • The economic and social losses we have experienced throughout this long process of purchase of the properties and construction of the road have seriously damaged our health, kept us from restarting our businesses, and broken up our families. The abrupt disruption caused by the IDU Project, which | <p>the acquisition of land or property and/or the physical resettlement of Project affected people) and indirect impacts (e.g., the loss of business income due to reduced traffic volumes). In strict accordance with the RAP, IDU is indeed paying full and appropriate compensation to those directly impacted and is providing a range of services, including legal, social, business, and real estate and moving assistance, each tailored to the specific impacts of each case. For details on the Project approach for addressing direct impacts, see Item 2 above.</p> <p>Bank practice in addressing social impacts not covered under OP 4.12 has been to analyze impacts in terms of stakeholder groups and categories, primarily related to environmental impacts, and to ensure that mitigation mechanisms are targeted to the relevant groups. These types of indirect or collective impacts cannot be quantified in terms of specific individuals or households, and mitigation mechanisms are by definition collective in their orientation.</p> <p>The Project also included a mechanism for addressing broader and more indirect impacts through a social assessment process, in this case focused on vulnerable groups. While the Bank does not yet have an official policy on social analysis or social assessment, a good practice framework has been developed and published in the "Social Analysis Sourcebook", dated December 2003.</p> <p>Good practice in Bank infrastructure projects (see "Social Analysis in Transport Projects," May 2006) suggests that beyond formal safeguard policies, efforts can be made to address broader social opportunities as well as risks for different stakeholder groups. As noted above, compensation for Indirect impacts and inconvenience are not covered under OP 4.12 and as such monetary compensation is not required under the Project. Nonetheless, preparation activities were not limited to the measures required under the OP but also included a broader engagement with stakeholders and analysis of impacts on different groups, including the most vulnerable. In addition, the Project provided an array of social and outreach services through intensive consultation and stakeholder interaction mechanisms prior to and during construction, including access to advisory and dispute resolution services through <i>Puntos CREA</i>, the <i>Puntos PAZ</i> (see Item 4 below), and direct access to IDU.</p> <p>The majority of the claims of indirect impact by the eight Requesters relate to the installation of bollards (obstacles to prevent illegal parking on sidewalks) and the subsequent impacts on businesses resulting from the lack of parking. Efforts on Avenida Suba were part of a citywide strategy begun in 1998 in Bogotá by then-Mayor Peñalosa, independent of the Project. The strategy aims to curtail the invasion of public and pedestrian space by vehicles and other non-public uses. The successful implementation of this program has received international attention and serves as a reference for mobility and public space management. This issue is described in detail in Item 13.</p> <p>3.2 Claim that the census was seriously flawed and plans were not carried out.</p> |

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| | <p><i>we have accepted with resignation, has in short genuinely impoverished us. We have for the most part not received the support and financial assistance that IDU promised the Bank it would provide, namely to restore the living conditions we had prior to the Project.</i></p> <ul style="list-style-type: none"> <i>They (IDU) have not taken the required measures, defined in policy objectives 2 through 5 and paragraph 6 of Bank policy 4.12 (on Involuntary Resettlement). They have also violated the provisions on eligibility for benefits in paragraphs 14, 15, and 16, because many of us have not been compensated for the damages we suffered because of the construction of the TransMilenio system.</i> <p><i>We believe that our rights have been adversely affected as a result of direct violation of the Bank's policy.</i></p> | <p>The original census and vulnerability assessment for Component I was completed between July and November 2002 based on an identification of 315 directly affected parcels and 591 associated social units. This identification of affected parcels and social units was done on the basis of preliminary design documents for the Avenida Suba investment. The census and associated socio-economic assessment were extensive in their analysis of potential impacts, socio-demographic characteristics, risk factors and particular vulnerabilities.</p> <p>The socio-economic assessment served as the basis for a comprehensive social management plan (the former is the first and the latter is the third part of the RAP). Designs continued to be refined between December 2002 and March 2003 at which point final designs were incorporated into the bidding documents. Based on these final designs, IDU estimated an increase in the number of directly affected parcels to 519 and social units to 1,521. This was observed in the September 2003 Bank supervision mission.</p> <p>A series of minor design adjustments made by the contractor after the construction contract was awarded and the pre-construction phase began on September 15, 2003 affected the ultimate number of affected persons. Additionally, the social management work by the consulting firm Econometria and later directly by IDU from August 2003 forward led to minor adjustments to the ultimate number of beneficiaries. The final accounting for beneficiaries included 615 total parcels and 1,280 social units. Given the dynamic and complex nature of the works it is not unusual for minor adjustments in the numbers of affected units. The Bank noted that throughout 2004 IDU and its consultants made significant effort to improve the accuracy of this information resulting in the final figures documented above.</p> <p>It is important to note that for the 689 social units not identified in the census but registered in the final accounting of affected units, a <i>Ficha de Inclusion Social</i> was applied. While not as extensive as the original census instrument, the 'ficha' provided sufficient information for IDU to establish baseline conditions, identify types of direct impacts and register all residents, business and renters living on the property.</p> <p>3.3 Claim that the Project did not establish specific mitigation and compensation measures for cases in which land is partially acquired.</p> <p>The Project does have a clear and consistent approach in cases where less than all of a land unit needs to be purchased. District regulations specify that if over 60 percent of a lot is needed for acquisition, then IDU is obliged to purchase the entire lot. In cases of less than 60 percent acquisition, IDU can request District development authorities to provide an opinion as to whether the remaining lot is "developable." If it is determined that the particular characteristics of the lot deem it non-developable, IDU would also be required to acquire the entire parcel. As in cases of acquisition of the whole parcel, counseling and social support, tailored to the needs of the individual case, were provided to social</p> |

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| | | units whose parcel was partially acquired. |
| 4. | <p><i>We shall present below the cases of the individuals who have joined together to expose the permanent, serious, and unjust damages that we have suffered for nearly four years. We are presenting them to the World Bank Inspection Panel because we have exhausted all humanly possible means of getting a response from IDU regarding our rights, which have been disrespected and ignored by IDU in a Project executed with money from the World Bank.</i></p> | <p>Claim to have been improperly treated by IDU and that their claims have been ignored.</p> <p>It is the view of Management that the Project made significant and timely efforts to respond to the concerns of the Requesters throughout the Project cycle through a range of different instruments (see below) and also through extensive efforts to facilitate the resolution of complicated cases. These specific efforts in the cases of each of the eight Requesters are outlined in greater detail below (Items 12 - 19).</p> <p>More generally, the Project involved an extensive and innovative system for communication, outreach and conflict resolution for the Avenida Suba investment. These include:</p> <ul style="list-style-type: none"> • Public Consultation and Information Sessions: Approximately 333 information sessions were held in the Av. Suba Project area prior to and during the construction of the works. Approximately 2,400 participants attended these sessions, which focused on an array of subjects including: (i) overall Project design and construction schedule; (ii) implementation progress; (iii) specific community concerns and issues in implementation; and (iv) Project closing. • Informational Material and Dissemination: The Project also involved extensive preparation and dissemination of informational materials including: (i) informational bulletin boards throughout Project area; (ii) general brochures on Project details, designs and the location of key offices described below; (iii) quarterly Project implementation handouts reporting on progress; (iv) brochures on traffic management plans; and (v) specific brochures on various subjects including information meetings, construction details, social services, etc. Over 400,000 brochures, bulletins and reports were distributed. • Satellite Information Kiosks: The Project established 23 information kiosks throughout the area of works where citizens had access to the wide range of information mentioned above. • Actas de Vecindad: The Project included the ex-ante and ex-post use of building and unit appraisals done jointly by an independent appraiser and the occupant, renter or owner of the structure. The <i>Actas</i> assess structural conditions of the works and provide citizens with independently validated information on potential damages caused by works. Approximately 6,951 ex-ante <i>Actas</i> and 6,845 ex-post <i>Actas</i> were completed. These resulted in the identification of approximately 2,703 mitigation measures that were executed by the contractor and 749 cases where damages were compensated by the contractor directly. • Puntos PAZ: The Project established a Puntos PAZ in the area of works to receive specific information requests and complaints and to provide legal advisory support on the land acquisition and related compensa- |

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| | | <p>tion process. The office was used extensively by affected people during implementation and represents an innovative instrument to provide legal guidance, mitigation of complaints and general information. Several of the Requesters utilized Punto PAZ services, as outlined in the specific cases below.</p> <ul style="list-style-type: none"> • <u>Puntos CREA</u>: The Project also established 4 Puntos CREA for the resolution of disputes related to the construction and maintenance of works in the area. These centers are operated by the contractor and have attended to approximately 2,270 complaints or requests for information. All of these complaints or information requests have been closed to date. • <u>Committee CREA</u>: The Project also established Committee CREA to enable community participation in the implementation of works. The contractor, the supervisor, a representative of IDU and members of the community met bi-monthly to review progress in construction and plans for future works, and to address specific problems. Participation of community representatives was voluntary and representation shifted as works progressed. • <u>Direct Access to IDU</u>: Project affected people also have access to IDU where a general Customer Service Office receives and registers communication and complaints – directing them to the specific concerned offices of the institute. <p>It is also important to mention that citizens in Colombia and Bogotá, specifically, benefit from significant protections and rights under the Colombian Constitution, the Law of Popular Participation and other District level decrees that require public agencies to consult extensively on public investments, and enable citizens to petition public agencies for information, request arbitration for disputes, amongst others rights. These are described in greater detail in Annex 3.</p> |
| 5. | <p><i>They did not stipulate that families with elderly adults were among those most at risk, and that is why there were so many deaths resulting from the forced relocation; IDU only cared about destroying houses.</i></p> | <p>Claim that the census did not identify the elderly as a vulnerable group and hence did not identify measures to address the specific needs of this group.</p> <p>The elderly were considered as a vulnerable group and were subject to special analysis and support. Primary data collection in 2002 did, in fact, involve a vulnerability assessment. A specific survey instrument was mobilized in this regard. In particular, Maria Luz Vargas Barajas, to whom reference is made in the Request (see Item 13) was identified as highly vulnerable.</p> <p>The vulnerability assessment analyzed particular risk factors associated with different types of stakeholders. With respect to the elderly, data collected included information on safety nets, neighborhood support systems, income, health insurance and other issues. Once people were identified as high-risk, IDU would make contact with these cases and provide access to relevant professionals contracted for this purpose, including social and psychological outreach. In the case of Cecilia Molina Moros (see Item 21 below), the Requester received such services. Ms. Vargas Barajas did not receive</p> |

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| | | <p>any such services because she passed away in December of 2002, some five months prior to the acquisition of her property, though the Requester, Ms. Vargas Barajas' niece, did avail herself of a number of outreach instruments provided under the Project (see Item 13 below).</p> |
| 6. | <p><i>They did not consider that the businesses remaining in buildings adjacent to the Project areas, that were not acquired, were the most vulnerable and affected groups. Following the Plan, IDU did not consider any type of measure, even economic compensation (page 69). In an arbitrary manner, those compensations were only given to beneficiaries whose property was actually purchased. This caused many businesses to fold, especially since the Project took nearly four years to build; IDU did nothing to mitigate the damages.</i></p> | <p>Good practice in the Bank in infrastructure projects suggests that efforts can be made to address broader social opportunities as well as risks for different stakeholder groups. As such, Project preparation included a vulnerability assessment of the 591 social units that were identified at the time of the initial census. In addition, people living in the Project area but who were not directly affected by the Project received assistance as outlined in the EMP, which included a series of measures to mitigate adverse impacts associated with construction.</p> <p>The resettlement approach under the Project is consistent with OP 4.12, which does not require economic compensation for people not directly affected by land or property acquisition. See Item 3.</p> |
| 7. | <p><i>Deadlines were not established nor honored by IDU for agreement on payment for the properties. They did not set deadlines for payment of compensation, which was indispensable in order for the businesses to resume operation. The amounts of the compensation and the mechanisms for calculating it were not transparent; they were manifestly unjust. Promises made for payments for the buildings were flagrantly broken and no interest was paid for the delay. IDU's responsibilities for purchase of and assistance to businesses were not defined, so it could capriciously decide whether or not to undertake these activities.</i></p> | <p>7.1 Claim that there was not a clear agreement on the process for payments.</p> <p>In the case of payments for property, the offer provided to each owner clearly stipulated the arrangements for payment and the requirements of all parties; for example, property must be vacated prior to finalization of the sale. The offer also outlines different payment options (100 percent, 80:20 and 60:20:20) and the requirements to be eligible for each. The offer also stipulates the timeframe for responding to the offer and the consequences for not responding within this timeframe (e.g., that the property could be subject to expropriation).</p> <p>The sales agreement identifies additional steps for payment, which include requirements related to the settling of outstanding utility bills, property taxes, etc.</p> <p>Among other services provided, the <i>Punto PAZ</i> in the area of the works delivered advisory support to Project affected people related to the procedures outlined above. Evidence indicates that a number of the Requesters availed themselves of these services.</p> <p>7.2 Valuation of compensation rewards and the methodology used for the same are disputed; claim that this process was not sufficiently transparent.</p> <p>Valuation for land acquisition and the definition of compensation are governed specifically by Law 388 of 1997, Decree 1420 of 1998 and IGAC Resolution 762 of 1998. These regulatory norms are a matter of public record and the RAP makes reference to them.</p> <p>Valuations are conducted by specialized firms, registered in the <i>Lonja de Propiedad Raíz</i>. The valuations are based on market comparisons, rather than the parcel value registered in the cadastre, consistent with Bank policy. Market comparisons in virtually all cases yield values higher than the registered values. The offers to purchase parcels also stipulate measures by which the owner can contest the inde-</p> |

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| | | <p>pendent appraiser's valuation and a process by which IDU can revisit and amend the valuation.</p> <p>Valuation methodologies are inherently complex given the wide range of variables that require consideration. The Requesters had access to extensive informational material and direct advisory support through the Punto PAZ to help clarify methodological issues.</p> <p>7.3 Claim that where there was an agreement on time-frame for payments, IDU regularly did not comply and did not consider the payment of interest on outstanding amounts.</p> <p>Management recognizes that payment processing issues were a problem under implementation and the Bank supervision record does reflect this concern and shows a consistent effort to support and push IDU into improving the timeliness in payments.</p> <p>In 2003 and early 2004 payment processing was delayed by a number of factors: (i) IDU did not manage the budget for payment for land acquisition and compensation – which was a TransMilenio responsibility; (ii) the volume of transactions was substantial; and (iii) there were weaknesses in the informational technology (IT) and financial management (FM) infrastructure in IDU.</p> <p>As a result of Bank supervision, starting in late 2003, IDU: (i) worked with District authorities to transfer the budget for compensation from TransMilenio to IDU, thereby eliminating 6 of 22 administrative steps in the payment process; (ii) invested in improved FM software and relevant IT to improve the accounting and registry system; and (iii) focused significant management attention on improving performance in this area.</p> <p>An analysis by IDU in 2007 of payment processing time for economic compensation before and after these reforms demonstrates a significant reduction in processing time. Prior to the reforms, economic compensation payments in the sample analyzed took on average 153.4 days and after reforms this was reduced to 48.9 days.</p> |
| 8. | <p><i>No additional measures were contemplated in the event of failure to restore the standard of living of the families and businesses concerned, giving the appearance that the whole process was carried out perfectly, which is a lie.</i></p> <p><i>There was no serious evaluation of restoration to original conditions because IDU considers that all individuals and businesses recovered their original socio-economic situation. Therefore this complaint from the families represents just a small sample of all the cases that suffered serious harm.</i></p> | <p>Claim that a rigorous effort to evaluate the effectiveness of mitigation measures in the RAP was not contemplated or undertaken.</p> <p>Among the obligations of IDU under the RAP were rigorous monitoring and evaluation, including follow up, of post resettlement of Project affected people. Initial weaknesses were noted by the Bank in September 2003 in the tracking system managed by IDU for households and businesses displaced by resettlement. In late 2003, IDU had contracted an external firm to coordinate the implementation of the RAP, conduct follow up monitoring and assistance to displaced persons and implement a plan of action to locate relocated businesses and households not previously tracked by IDU. The firm tracked resettled businesses and households through various outreach efforts (field visits, phone calls, etc). The firm applied an initial survey of relocation conditions to these households in early 2004. Nonetheless, certain weaknesses were noted in the capacity of the firm to</p> |

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| | | <p>fully meet these and other objectives of the RAP.</p> <p>Bank supervision from this period reflects these concerns and the supervision teams pressed IDU to strengthen performance of social management functions. From October 2004, based on recommendations by the Bank, IDU made rigorous efforts to identify and monitor the conditions of affected businesses and households after being displaced. After updating the census information in 2004, IDU mobilized a team of 22 experts with social, legal, environmental and psychological expertise which made over 900 field visits to affected households and businesses.</p> <p>A comprehensive system of data collection was put in place to collect information and assess the need for particular support – around which customized groups drawn from the 22 experts were mobilized. Based on need and this monitoring, affected business received access to basic training in business record keeping and accounting and/or access to finance fairs where they were put in contact with banks to pursue SME loans.</p> <p>The need for social support, psychological or administrative facilitation services was also identified at the time and provided through the team referenced above. A comprehensive ex-post study was conducted in January 2006 in which the results of this monitoring were provided.</p> |
| 9. | <p><i>They (IDU) did not therefore achieve the general resettlement objectives (page 2) defined by IDU itself as:</i></p> <ul style="list-style-type: none"> • <i>To mitigate and compensate for the socio-economic impacts caused by the purchase of the properties and the relocation of the population.</i> • <i>To provide social and legal counseling to the population requiring it throughout the process of acquisition of relocation housing and adjustment to the new environment.</i> • <i>To facilitate restoration of at least the original living conditions of the social units.</i> • <i>To provide guidance and support for the social units in purchasing relocation homes and resuming their productive activities.</i> • <i>To provide support and legal, psychological, real estate, and financial counseling during the whole process of purchase of the properties and during the relocation to the new environment for the social units requiring it.</i> | <p>With regard to the specific measures to address direct and indirect impacts and related compensation and advisory services, see Items 3 and 4.</p> <p>As detailed in the main text of this document, Project design built on the city's strong commitment to resettlement. The District of Bogotá has been at the forefront of resettlement policy for over a decade. Bogotá has a robust legal framework for resettlement and resettlement experience in Bank financed Projects (Bogotá Urban Transport and Santa Fe Water and Sewerage Rehabilitation Project). Based on this extensive engagement, the District developed a resettlement policy. The Bogotá Urban Services Project includes support for mainstreaming this policy throughout the District Government (see Component III of the Project).</p> <p>The Project did suffer a period of weak implementation of resettlement activities due to staffing changes in the counterpart agency. As a result of measures taken during Bank supervision, those difficulties have been largely overcome (see Table 2 in the main text).</p> |
| 10. | <p><i>Many of us have received incomplete and excessively delayed responses from IDU, which in many cases caused greater uncertainty. We are confident that the responses from IDU were unsatisfactory because:</i></p> <ul style="list-style-type: none"> • <i>They did not recognize the damages and were unable and incompetent to take measures to restore what they themselves had taken from us.</i> | <p>10.1 Claim that IDU was unnecessarily incomplete and delayed in its formal responses.</p> <p>There is a strong record of communication in general, and particularly in the eight cases brought forth in this Request. Obviously, certain complaints were complex and required detailed negotiation and clarification with additional district authorities. Nonetheless, IDU responded in a timely manner to written communications and complaints registered</p> |

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| | <ul style="list-style-type: none"> • They told us to take our serious problems to other agencies or corporations in Bogotá for resolution. • They promised us many things orally, nearly always saying that they were going to rectify the situation. • They paid us financial compensation that was insufficient to cover anything. • We had to accept some of the IDU appraisals that were imposed on us by force, and they ignored our appeals for justice. <p>Most of us have not taken additional steps such as legal action against IDU because we are unfamiliar with the procedures; also, we cannot pay lawyers who could have pursued our demands seriously enough that we would not have to rely on the inability and bad faith of IDU, an agency that only helps the poor, which is exactly what we have become.</p> | <p>through instruments mentioned in Item 4.</p> <p>As the Bank has noted in its supervision report of May 2004, because of the various agencies involved, managing the documentation of each individual case is inherently complex, as information is spread across multiple actors within the District. The Bank has been diligent in advising IDU to improve the management of correspondence and case files (see Aide Memoire dated May 2004).</p> <p>10.2 Claims IDU sent claimants to other agencies to settle problems.</p> <p>One of the key tasks of IDU was to help facilitate interaction between Project affected people and government agencies responsible for particular services. For example, when problems arose over zoning and design elements for TransMilenio, IDU lacked jurisdiction, and coordination with District Planning authorities was required.</p> <p>In addition, residents who had debt or past due accounts with utilities and service providers were provided guidance by IDU on settling those accounts, as required prior for the finalization of the sale of property to IDU.</p> <p>10.3 Claim that they were not satisfied with the amount of compensation.</p> <p>In terms of the acceptability of the amount of compensation for land acquisition, each of the Requesters who received compensation did so voluntarily. The compensation was based on market valuation methods defined under Colombian law and the Project-specific legal instruments, and consistent with OP 4.12.</p> <p>10.4 Claim that they were forced to accept valuations made by IDU.</p> <p>There is no evidence that there was any coercion. In the case of land purchase, land owners could request a second opinion from the appraiser with supporting justification.</p> <p>10.5 Claim that they lacked information on how to register complaints as well as access to legal support.</p> <p>As mentioned above, information on legal measures, rights and legal advisory support was available through <i>Punto PAZ</i>. Information was widely circulated in communities and distributed through the instruments described in Item 4.</p> |
| Supervision | | |
| 11. | <p>We believe that these actions that have damaged our lives are the Bank's responsibility. We have attempted to make the Bank's team aware of and concerned about this situation in the following ways:</p> <ul style="list-style-type: none"> • We made numerous requests to IDU to deal with the problem and give us solutions. • We, the affected persons, made many personal visits to IDU to request appropriate action. • We tried to contact Bank officials to transmit our grievances directly and make them aware | <p>11.1 Claim to have made numerous efforts to communicate concerns to the Bank by: (i) making petitions to IDU to resolve their concerns; (ii) making visits to IDU to resolve complaints; (iii) attempting to contact officials of the Bank directly but were told by IDU that this was not possible. Claim also that in 2004 they became aware of the Inspection Panel but were never given information by IDU on how to access it.</p> <p>Management takes the view that this Request is not eligible for investigation because Management did not have the opportunity to address the concerns raised by the Requesters before those concerns were presented to the Inspection</p> |

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| | <p><i>of the critical situation experienced by our families and businesses, but IDU officials said it was not possible to deal with it.</i></p> <ul style="list-style-type: none"> <i>In 2004 we learned of the existence of an inspection unit in the Bank that could consider this type of claim, but IDU officials never told us how to approach it.</i> | <p>Panel. There has been no communication with Bank management or staff in any of these cases, with the exception of Ms. Cecilia Molina Moros. In that case, Bank staff, during routine supervision and at the Bank's initiative, met Ms. Molina Moros and helped IDU intervene to resolve her case such that her property was not subject to acquisition and she did not need to be resettled. In Management's view, this request to the Inspection Panel precludes Management's opportunity to intervene and resolve issues prior to appeal to the Inspection Panel. The case of Ms. Molina Moros clearly demonstrates that Bank staff and management intervention can be effective to resolve disputes when given the opportunity.</p> |
| INDIVIDUAL CASES | | |
| 12. | <p>Nelida Vargas</p> <p><i>My grandmother came to the city around 1935. She built a house and decided to raise a family. The house, at Carrera 38 #80-31, was not only our home but also gave us space to operate a tailoring shop started by my father in 1972, as well as a parking lot. In addition to the family, we had two full-time employees. The family and working life were very good, although my father died in 1987, which left me with the responsibility for caring for my grandmother and running the business.</i></p> <p><i>At the end of 2002, IDU told us that they wanted to buy the property for the TransMilenio Project. Without any type of counseling we were thrust into this situation. My grandmother, who had been living in the house for 68 years, was violently opposed, saying that she could not survive a move. She became sad, depressed, and ill immediately afterward and died at the age of 97 in December 2003. We blame her death on the impending relocation, and on the fact that IDU did not take into consideration our situation, and specifically failed to detect my grandmother's great attachment to the house, which would lead to her death.</i></p> <p><i>Our tragedy did not end there. Unfortunately IDU's zeal to buy the property was so great that it did not wait for our family to finish mourning; it was more important to raze the house at any cost. That same December they made an offer with an appraisal that was less than the assessed value, which made it virtually impossible to buy a similar house. In this process we lost the tailoring business and the parking lot, and had to fire the two employees, losing income of about COP 1,800,000 per month.</i></p> <p><i>We refused the IDU offer, but that agency's lawyers threatened us with expropriation, which was unfair because the price offered was so far below the assessed value. Starting in mid-2003 they began razing buildings, and we began to suffer from limited access to the house, noise, and the mud that surrounded us; but worst of all we were robbed on three occasions by criminals who capitalized on the situation, stealing machines, furniture, and household goods; this is a practice employed by</i></p> | <p>12.1 Claims that she did not receive guidance or advice regarding the acquisition process and later that IDU was unresponsive to her complaints and concerns and failed to provide honest guidance.</p> <p>The documentary evidence indicates that Ms. Nelida Vargas received extensive and timely information and advisory support from representatives of IDU since her first contact with the agency on September 30, 2003 in which she solicited and received information regarding the expropriation process underway related to the parcel in question (Carrera 38 #80-31) which was registered as the property of Ms. Maria Luz Vargas Barajas.</p> <p>On November 24, 2003 Ms. Nelida Vargas and her legal representation received guidance on the specific case and the land acquisition processes for the Project at the <i>Punto PAZ</i> – an information center in the zone established by IDU to provide advisory support on land acquisition processes. On four separate occasions between November 26, 2003 and December 24 of the same year Ms. Nelida Vargas and/or her representatives received further guidance on acquisition matters at the <i>Punto PAZ</i>. Records of these visits are summarized in Annex 4.</p> <p>Ms. Nelida Vargas wrote to IDU again on January 13, 2004 expressing concerns regarding a robbery at the property in question. There is no record of a response from IDU to this request given the jurisdiction issues (the robbery is a police matter) and considering the fact that works in the zone had not begun at that time.</p> <p>Ms. Nelida Vargas subsequently communicated with IDU on March 4, 2004 in which she claimed to be the occupant of the property in question and solicited information from IDU regarding the process by which she would be identified in the socio-economic census as the owner of the property in question with residential and economic uses. IDU responded to this request on March 25, 2004 (Letter Ref #: IDU61027) requesting that Ms. Nelida Vargas submit information validating her status as an occupant and the presence of the operating businesses in reference. These communications are described in Annex 4.</p> <p>It is important to note also that Ms. Nelida Vargas submitted a letter to IDU on October 13, 2004 (contradicting an earlier</p> |

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| | <p><i>IDU to force recalcitrant people to accept the appraisals or compensations. Each robbery was more violent: they started by forcing the door, then breaking it down, and finally breaking in through the roof. The Police encouraged us to sell because the situation was very dangerous.</i></p> <p><i>An IDU attorney told us that if we accepted the offer and surrendered the building quickly we could have compensation of more than COP 6,000,000, which would be paid by the World Bank, and that payments would be prompt.</i></p> <p><i>We had no other recourse but to sell, but I was burdened with all the paperwork, and had to go to the utilities to get releases to satisfy the complicated requirements demanded by IDU. I had to bear the cost of private security to prevent theft of the meters until the utilities recovered them. We had to solve a series of problems swiftly and alone, because IDU gave us no help. Finally we had to agree to surrender the building, which we did almost immediately, but IDU did not respond in like manner; it took nearly a year and a half to pay us. After the building was surrendered, I did not get my payment until May 2005.</i></p> <p><i>I had seen an apartment and was ready to negotiate for it but that was impossible because of the delay in the [IDU] payments, which obliged us to pay rent during that period, on top of the low amount of the assessment, which meant we lost our status as landowners. Compensation, delayed for another year, turned out to be only COP 600,000. They did not take into account the income lost from the businesses because they no longer existed.</i></p> <p><i>Experiencing all this injustice, I went repeatedly to the IDU offices in Calle 22 at 7th Avenue and to the Project, where they told me they could not do anything. I was planning to file legal action but an IDU lawyer told me I should not do it. We never had genuine counseling to help us avoid all this misfortune, which we did not deserve after living and working peacefully in the place for so long. We spent several years suffering emotional and financial losses, and the loss of our grandmother, because of the Project, which the rich and powerful on the Avenue could not comprehend.</i></p> | <p>communication on September 28, 2004) recognizing that she had been adequately informed by IDU about the purchase of the parcel in question and as such requesting the payment of her share of the compensation. These communications are described in Annex 4.</p> <p>12.2 Claims that IDU did not take into account the particular concerns of her case with reference to the vulnerability and advanced age of her grandmother.</p> <p>Evidence indicates that IDU adequately assessed the vulnerability of the elderly woman in question. Evidence also indicates that the presentation of the facts in this case is inconsistent.</p> <p>It is important to note that Ms. Nelida Vargas was not identified in the household census as either a resident, owner, or purveyor of a business that corresponded to the address in question (<i>Carrera 38 #80-31</i>). A survey of the property (Ref. # 033) in question was done on July 24, 2002 in which the sole resident of the property was Ms. Maria Luz Vargas Barajas, age 97. Ms. Maria Luz Vargas Barajas attested at the time that she lived alone and that property was residential and no economic activity was noted at the time.</p> <p>As part of the socio-economic census process, on July 27, 2002 the contractor responsible for the census contracted by IDU visited the property in question to conduct a vulnerability assessment. The report classifies Ms. Vargas Barajas as 'highly vulnerable' given her lack of income, savings, credit, and lack of medical insurance. The report also notes Ms. Vargas Barajas' concerns about the planned resettlement. Lastly, the report notes that Ms. Vargas Barajas benefits from a support system which includes neighbors and a niece who takes care of her.</p> <p>There is no evidence to attribute the death of Ms. Vargas to the factors of this case. Given her already advanced age and additional facts of the case, it seems likely that there were other factors involved. In particular, it has been noted that Ms. Vargas Barajas in fact died on December 29, 2002 and not in December 2003 as the Request suggests (documents confirming the same are summarized in Annex 4). The process of land acquisition, however, did not begin in the area until May 2003, and the first offer for purchase to the property in question was made on May 28, 2003. The delivery and demolition of properties in the area began in August of 2003 and continued through February 2004.</p> <p>12.3 Claim that the offer made by IDU was less than the cadastral value and therefore inadequate to purchase an equivalent home.</p> <p>Management would like to clarify that the price established for the parcel was 49.8 percent greater than the cadastral value of COP 74,374,000 as established in 2003 and the offer made by IDU was for COP 111,412,200 based on the market assessment methodology established in the law and utilized in the RAP. This valuation is done by an independent real estate agent and reflects the current market value of the property prevailing at that time. On July 15, 2004, Ms. Nelida Vargas accepted this sale price as evidenced by her signa-</p> |

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| | | <p>ture of the Sales Agreement. On October 23, 2004, Ms. Nelida Vargas further acknowledged in a written communication to IDU her acceptance and full knowledge of the sale price and the process by which it was established and agreed upon. Furthermore, no communication from the Requester was received by IDU at the <i>Punto PAZ</i> questioning the validity of the sale price.</p> <p>Ms. Vargas claims that the compensation is insufficient to purchase an apartment of equivalent characteristics. The premise of Ms. Nelida Vargas' claim – that she is eligible for full compensation sufficient to purchase an equivalent residence due to her possession of the property – is incorrect and omits key facts of the case. First, Ms. Nelida Vargas was not a resident of the said property at the time of the census in July 2002. Further evidence of this includes the fact that: (i) two notices regarding the sale of property delivered to the address went unanswered in May and June 2003; (ii) a public notice in the newspapers and other media regarding the sale on August 1, 2003 regarding the said property also went unanswered; and (iii) a notice delivered to the address on September 28, 2003 regarding the initiation of an expropriation process for the property also went unanswered. These facts indicate that Ms. Vargas was not a resident of the property and therefore not eligible for full compensation equivalent to the value of a replacement apartment or home.</p> <p>Additionally, Management would like to clarify that that the compensation received by Ms. Nelida Vargas – and paid as a result of the sale of the property – was paid based on her standing as one of eight descendents to the deceased. Records of the sale suggest that Ms. Nelida Vargas is a niece to the deceased rather than granddaughter. In total, eight heirs were identified as beneficiaries and the proceeds from the sale of the property were divided equally among them. The division of compensation for the asset was done in full knowledge, and upon the request of Ms. Nelida Vargas as referenced by multiple communications dated July 15 and October 13, 2004 (see Annex 4).</p> <p>As mentioned above, Ms. Nelida Vargas does claim to be the occupant of the said property and also the owner of two businesses at the address. However, she has not provided evidence in this regard and proceeded to voluntarily agree to the division of assets from the sale among the eight descendents.</p> <p>Lastly, Management would like to clarify that Ms. Nelida Vargas also received additional compensation of COP 696,326 to compensate for the legal and administrative costs associated with processing her requests.</p> <p>12.4 Claims to have resisted the offer by IDU and to be threatened with expropriation.</p> <p>The expropriation process for the property began on August 1, 2003, prior to Ms. Nelida Vargas' first contact with IDU on September 30, 2003, at which point she and the additional descendants introduced their claim to the compensation. Management would also note that in the multiple communications with Ms. Nelida Vargas there is no evidence of resis-</p> |

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| | | <p>tance to the offer before she signed a sales agreement with IDU on July 15, 2004. It is the case that in a contradictory communication from her dated September 28, 2004 she claimed to not be party to the sale, to have not been informed of the procedure and that she was unwilling to sign the final deeds and sales agreements. She retracts her statements in the earlier letter in a separate communication on October 13, 2004 when she suggested that she was fully aware of the process and willing to sign.</p> <p>12.5 Claims to have been adversely impacted due to the lack of access during construction and robberies which she claims were engineered by IDU.</p> <p>As noted above, Ms. Nelida Vargas did register a complaint at the Punto PAZ on January 13, 2004 expressing concerns regarding a robbery at the property in question. There is no record of a response from IDU to this request which Management considers reasonable given the lack of jurisdiction and considering the fact that works in the zone had not yet begun. Information available to IDU at the time suggested that the property was unoccupied and under process of expropriation.</p> <p>Management considers the Requester's allegation that IDU engineered the robberies to be entirely baseless.</p> <p>12.6 Claims to have also lost access to income caused by the closure of her clothing shop and a parking lot.</p> <p>As noted above, the businesses in question were not in evidence in July 2002 at the time of the census. The first reference to a business on the property was made by her on a December 5, 2003 visit to the <i>Punto PAZ</i> when she mentioned that she operated a parking lot on the premises. The March 4, 2004 communication later makes reference to two businesses. The parcel was already delivered to IDU on February 24, 2004. IDU gave her guidance and advisory support in writing on March 25, 2004 regarding the procedures for registering herself as occupant and registering the businesses in question. She did not meet either of these requirements.</p> <p>12.7 Claims that the compensation received was significantly delayed and the process was unduly complicated involving extensive administrative procedures. She claims that these delays have adversely impacted her ability to purchase an apartment. She also claims to have been offered an amount of COP 6,000,000.00 by IDU but received only COP 600,000.00.</p> <p>As explained above, Ms. Vargas' premise that the compensation share she received should have been sufficient to acquire a new residence is incorrect, given the facts of the case outlined above.</p> <p>It is important to clarify that she received two payments – one for her share as a descendant of the owner made by IDU and another to compensate her for the administrative procedures. She signed the necessary deed and sales documents November 29, 2004 and was paid in June 2005. Her share of the purchase was COP 13,926,525. Her administrative compensation payment was COP 696,326 and was</p> |

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| | | <p>paid on July 24, 2007.</p> <p>There is no evidence of a larger compensation sum being promised at any time.</p> |
| 13. | <p>Benito Eduardo Lopez</p> <p><i>I own a furniture store in a prominent and traditional section of the city. When we learned in 2003 that Suba Avenue would be upgraded as part of the TransMilenio system, we thought that all of the businesses and families in the neighborhood would benefit from it, but in fact it hurt us.</i></p> <p><i>By the middle of that year, I realized that they were building a bridge in front of my store for which we had never seen the plan. Finally they began excavation, which scared off our clients because it demolished the buildings in front and closed the wide avenue in front of us that afforded access to the store.</i></p> <p><i>From that time to the present—four years—sales have plummeted by 70 percent. We were not compensated as the others were, despite the fact that the IDU plan mentions that affected persons will be paid. The building settled on one side because of the excavations for the Project, causing interior structural damage that the Project engineers did not repair.</i></p> <p><i>Today there is no parking, which is indispensable for sales in a furniture store. The bollards [vehicular barriers] and road serve private cars and not our business as before. During construction in the area our recommendations were not accepted. I think that under these circumstances it will not be possible for the business to continue.</i></p> | <p>Management wishes to clarify that Mr. Lopez did possess a business (located in a building where he was a renter) that was relocated due to the Project. However, the property referenced in the Request, and of which he is the owner, was not subject to acquisition or partial compensation. This Response does not discuss the displacement of Mr. Lopez's other business in the rented building, the compensation paid to him under the Project for this or the selection of a replacement site for this other business, as he does not raise these issues in the Request and they are not relevant to the current situation. Details are however available in IDU's files.</p> <p>13.1 Claims to have not been made aware of designs for the construction of a bridge in front of his place of business.</p> <p>First, it is important to note that designs did change for the TransMilenio interchange in the area of Mr. Lopez's property between the finalization of designs in March 2003 (and subsequent presentation of these designs to the community in October 2003) and the beginning of work on the interchange in November 2004. However, these changes did not imply a significant increase in the area of land acquisition. In particular, the changes involved the redesign of the subterranean interchange, the rerouting of a ramp connecting Avenida Suba to the Norte Quito Sur (NQS) roadway and the design of the bridge in question.</p> <p>It should also be noted the bridge location is approximately 0.5 km from the site of Mr. Lopez's property and does not impact in any significant manner either the access to or visibility of the property.</p> <p>Second, public consultations were conducted as part of the socioeconomic census and environmental assessment process between July and November 2002, based on pre-design documents. A subsequent, Project initiation meeting was conducted in October 2003, in which initial designs were presented. While design for the interchange did change, the area of impact was constant between the two phases.</p> <p>Third, the Project included an extensive communication, grievance, and public information system (described in detail in Item 4). In particular, over 57 CREA Committee meetings were held in the specific area of the TransMilenio interchange before, during, and after works where details of designs, changes made, resettlement issues, environmental impacts, etc. were discussed with community representatives. Over 23 information kiosks throughout the Av. Suba construction site provided access to general information and leaflets regarding the nature and scope of works to be executed. The leaflets also provided directions to IDU offices and the <i>Puntos CREA</i> and <i>PAZ</i> where design information was available.</p> <p>Fourth, Mr. Lopez had access to the Punto CREA where this information was available upon request. The center was</p> |

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| | | <p>located during the construction phase at Avenida Suba 89-70, within one km of the address in question.</p> <p>Fifth, Mr. Lopez did have extensive contact with IDU officials prior to August 2003 as he worked with them to process his claim for compensation related to the displacement of his other business in the area. He received a compensation offer for his plot on August 5, 2003 and delivered the lot on December 1, 2003. Related to this compensation Mr. Lopez received extensive advisory support in the selection of a replacement site for this business.</p> <p>Last, all bidding and contract documents are part of the public record and could have been solicited directly from IDU.</p> <p>13.2 Claims that during construction access to his business was severely limited and that the business income has declined by 70 percent. Claims that he was not paid compensation for these impacts despite the fact that the RAP makes reference to such compensation.</p> <p>As explained in Item 3, indirect impacts are not eligible for economic compensation, consistent with Bank resettlement policy. The EMP, as described in Item 1, did provide measures for mitigating temporary indirect impacts due to construction. Additionally, Requestors claiming Indirect impacts of this nature did have access to other advisory support and social services under the Project, such as the Feria de Financiamiento, an event to support small business development which was widely publicized in the Project area and which both directly and indirectly impacted people were able to attend.</p> <p>13.3 Claims that the structure was also adversely damaged by flooding and related structural damage which was not repaired by IDU or the contractor. Also, the Requester claims that during construction consideration was not given to his views.</p> <p>Management would like to clarify that there are no registered complaints either with IDU or at any of the Puntos CREA specific to the issue of structural damage, caused by Project construction, to the building in which the Requester's store is located.</p> <p>As per the EMP, and the contractual obligations of the construction contractor, <i>Actas de Vecindad</i> are conducted for units located in the area of construction before and after the construction process. These appraisals establish a baseline for the condition of bordering buildings and homes so as to be able to accurately attribute potential damages caused during construction to the construction process and the contractor. The ex-post appraisals establish the state of the structure after construction. Complaints regarding structural damage noted in the ex-post appraisal – or raised prior to this date – are eligible for compensation directly from the contractor.</p> <p>The established procedure for determining that such damages were caused by the contractor involves the registration of the complaint at the Punto CREA, which is then followed by an investigation and the potential awarding of benefits.</p> |

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| | | <p>Mr. Lopez did sign on January 8, 2004 four different ex-ante <i>Actas de Vecindad</i> (1 for each of the 4 floors of the building in reference), none of which point to any apparent structural damage. The Requester signed ex-post <i>Actas de Vecindad</i> on June 30, 2006 (Ref#: 790061-4). He reports in two of the <i>Actas</i> that there has been no structural damage as a result of the works. However, in the two other <i>Actas</i>, he reports that there are cracks in the walls on the second and third floors. The appraisals do not determine that these impacts are related to the Project. Additionally, and as noted above, there is no record that the Requester registered this specific complaint at the Punto CREA.</p> <p>13.4 Claims that the lack of vehicular parking in front of his shop is caused by the construction of sidewalks and barriers.</p> <p>As explained above, it is important to note that the enforcement of public space and parking regulations to which Mr. Lopez refers is independent of the Project. In fact, these efforts constitute a citywide strategy implemented in Bogotá since 1998. The strategy aims to limit the invasion of public and pedestrian space by vehicles and other non-public uses in order to increase public and road safety, reduce accidents, improve overall traffic and congestion conditions and, when implemented on a citywide scale, prevent the deterioration of public spaces, facilitate reductions in transport times and associated operation costs. The strategy involves the: (i) construction of and raising the height of sidewalks; (ii) construction of sidewalk barriers; and (iii) strict enforcement of existing regulations. The successful implementation of this program has received positive international attention and serves as a reference for mobility and public space management (see paragraphs 12, 13 and 44 in the main text of this document).</p> <p>Laws and regulations governing public space date back to 1970 (Decree 1344, National Traffic Code, August 4, 1970) and have been strengthened in the case of Bogotá through specific decrees establishing district planning norms in 1998 (Decree 758) and outlining norms for public spaces in 2000 (Decree 619). In fact, Mr. Lopez is claiming compensation for benefits derived from violating laws and norms that had been previously established in the public interest.</p> <p>More specifically, IDU field staff report that in the area in question there is ample street and lot parking available within a half block and 2 blocks respectively from Mr. Lopez's place of business.</p> |
| 14. | <p>Liliana Margarita Torres (Muebles La Espana)</p> <p><i>I am a partner in a traditional furniture store. After they started the process and subsequently the excavations, demolitions, etc. for the upgrading of Suba Avenue for the TransMilenio system in 2003, income from sales dropped by 80 percent because of lack of access and visibility caused by the green canvas, the mud, and the coming and going of dump trucks. There was also deterioration and damage to the furniture because of the Project-generated dust, losses in the design and time for the arrangement and maintenance of the furniture. Fur-</i></p> | <p>14.1 Claims to have been adversely impacted economically due to construction impacts and delays. Claims to have also been adversely impacted by odors and the presence of insects and rodents related to a nearby drainage channel.</p> <p>The EMP included specific activities to minimize the emission of dust under Program D11 on Control of Emissions and Noise. This program mandated that all demolition should be enclosed with tarps to prevent emissions. Also, polypropylene tarps were to isolate traffic from the construction area. All access points to the works had to be regularly</p> |

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| | <p><i>thermore, I went into debt in order to hold on to the business, all of which has caused uncertainty and ruined my family's standard of living.</i></p> <p><i>Today the situation has still not improved, because we continue with only one lane at a time for the loading and unloading of merchandise: there is one lane that has bollards with exclusive space for the transit of vehicles, thus discouraging and diverting our flow of customers. Previously we had vehicular access and parking for the store and/or warehouse.</i></p> <p><i>Furthermore, the environmental situation has deteriorated because of the nauseating odor of a pool of rain-water mixed with sewage on the sidewalk, which is a haven for insects and rodents. In short, there is a series of elements that we did not have before and constitute damages that IDU refused to recognize, despite several requests for inspections of the store and our signing of petitions to correct the problems. They always washed their hands of this and replied evasively that they did not have resources for these things. They insisted on this even though we had evidence in photos, videos, and letters (petitions), and they alleged that for lack of resources we could not file a direct claim to get some compensation for the damage caused by IDU and its contractors.</i></p> | <p>brushed and cleaned. Enclosure of material was required to minimize dispersal of construction materials and dust by the wind. Watering was also a requirement to prevent dust. Program D3 on Management of Machinery and Equipment had control measures to mitigate emissions and ensure safe transit of heavy vehicles.</p> <p>The EMP also included a specific program (Program D7) for rehabilitation of urban utility networks, which included activities to ensure coordination between the contractor of the trunk lanes with the utility provider for those areas where drilling could lead to rehabilitation of existing infrastructure.</p> <p>There are no records of complaints through the Puntos CREA regarding this issue nor is there any evidence of a sewage/wastewater leak in the area.</p> <p>14.2 Claims to have been adversely impacted economically due to the lack of parking access.</p> <p>As explained in Items 3 and 13, the indirect impacts which resulted from the city-wide effort to enforce existing traffic laws and to reduce parking on sidewalks are not subject to monetary compensation under the Project.</p> |
| 15. | <p>Alcira Morales de Guerrero</p> <p><i>I own a building. This is the third time I have been affected by the TransMilenio system. They bought one of my buildings for the 80th Street Project and another for the Suba Project. My current building at the above address was not taken for partial purchase, but the construction of the bridge affected the structure: the settling unhinged doors, broke windows, and cracked walls. IDU has not addressed any of this. There used to be vehicular access to the storage rooms but now there are bollards. Loss of parking space and difficult access to the front of the building forced me to rent out two stores two years ago to generate income. Throughout the construction in the area rental income shrank, owing to the near total cutoff of access to the businesses that occupied the stores. Depreciation of the building because of the TransMilenio Project cannot be denied.</i></p> | <p>15.1 Claims that considerable damage was caused to her property including flooding, structural damage and broken windows – damages that did not receive the attention of IDU.</p> <p>Management would like to clarify that Ms. Morales de Guerrero made appropriate use of the dispute resolution mechanisms under the Project and received compensation as a result. A Punto CREA complaint was registered on August 15, 2005 regarding possible damage associated with flooding in the basement of the property in question (case #789). On August 24, 2005 the construction contractor conducted a site visit and five days later, on August 29, 2005, they submitted invoices to consortia for processing of payment. This in fact represents a successful case of dispute management under the Project.</p> <p>15.2 Claims to have been adversely impacted economically (e.g., diminished income and termination of rental leases) due to the lack of access to adequate parking after the completion of works caused by the construction of sidewalk barriers.</p> <p>As noted in Item 13, the construction of heightened side walks and barriers along Avenida Suba was part of a broader urban renewal program in the City of Bogota and fully consistent with regulations on parking in public space, that entered into greater enforcement starting in 1998. The location of the Requesters property appears to be on Avenida Suba where street parking is restricted.</p> |
| 16. | <p>Oscar Mauricio Guerrero (Compraventa La Espana)</p> <p><i>I own a pawn shop. I have been in the sector for 30</i></p> | <p>16.1 Claims to have suffered undo economic damages to his pawn shop caused by disruptions associated with</p> |

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| | <p>years, living and working in the building with my family. We suffered the same damages as the colleagues in the area. At the outset of the bridge Project in the middle of 2003 we had no idea that we would lose so much.</p> <p>The cutting off of the zone, the visual obstruction, pollution, filth, robberies because of the 'protection' of the green canvas, the presence of tramps who occupied the demolished buildings for a long time, have all combined to put an end to my loan-making, hence to my income and profits; this has left me on the verge of bankruptcy. The result is a very difficult situation for me and my family, which I could not address in my position as a tenant and a businessman. The delay in the Project prolonged the situation and I received no information about it.</p> <p>We lived upstairs in the building, and I left my car in the parking lot, but I lost that right when the Project came and closed the entrance with a line of bricks and bollards. To park my car now I have to pay in a parking lot.</p> <p>I wrote several times to IDU about all these problems, and also filed a formal petition but I did not get anywhere. For nearly four years I have had to sustain the losses caused by the Project. In June 2006 I appealed to IDU to grant monetary compensation for the damages caused but they replied that they did not have any money for that purpose. I went several times to IDU's Social Management unit to see if they would help me with my case but they said there was nothing they could do.</p> | <p>the construction of works in the area.</p> <p>Management would like to clarify that, according to available records, the technical and environmental staff of the construction contractor visited Mr. Guerrero in response to his contacting IDU. Mitigation measures were agreed upon and he signed an <i>Acta de Visita</i> on April 4, 2006,</p> <p>16.2 Claims also to have been unduly and negatively impacted by the blockage of parking space.</p> <p>See Items 3 and 13.</p> <p>16.3 Claims to have communicated on numerous occasions with IDU re: concerns and that he did not receive an adequate response.</p> <p>Bank staff are still working to acquire the complete IDU correspondence records. In reviewing correspondence from the social and works offices of IDU, staff were unable to find any correspondence from Mr. Guerrero but an exhaustive search is still underway. The <i>ex ante</i> and <i>ex post Actas de Vecindad</i> are also being scrutinized to determine if Mr. Guerrero raised the issue of additional damage to his property at the time that works were concluded.</p> <p>16.4 Claims also that in June 2006 IDU officials recognized his economic damages but suggested that there were no longer available resources for compensation. Claims in this regard to have not been in contact with the Social Unit of IDU which was unable to adequately respond to the claim.</p> <p>There is no record of any of these contacts.</p> |
| 17. | <p>Freddy Beltran Rodriguez</p> <p>Since 1992 I owned a rented paint store. The business provided enough income for me and three employees. With the start of construction in 2003 sales dried up and I had no alternative but to accept the compensation paid me by IDU, which I used to pay the back rent, because they paid me six months later. Thus I lost a business that I had built up over 11 years of hard and honest work. I had no other choice but to get a temporary job while hoping for another chance in life, but the situation was quite different. Launching a new business is out of the question for me because of the costs and the impossibility of finding a good location when the area is so broken up by the street closings. Now I have a job working in a paint store.</p> | <p>17.1 Claims that construction (starting in 2003) in his area caused a significant decline in earnings.</p> <p>In fact, construction began in January of 2004 and the owner of the property in which Mr. Beltran Rodriguez rented a paint store delivered the property to IDU on December 2, 2003. Mr. Beltran received compensation on December 26, 2003 in the amount of COP 6,974,567.</p> <p>17.2 Claims that the economic compensation paid by IDU as a result of the demolition of the structure which housed his business was not sufficient to establish a new business in another locality with suitable access.</p> <p>Mr. Beltran Rodriguez was subsequently provided significant follow up and monitoring by IDU as part of its efforts to provide social support to affected people, and he received follow up visits from IDU social specialists and entrepreneurship technical assistance on February 12, 2004; March 29, 2005; October 18, 2005; and August 31, 2006. In 2005, he also participated in a small business development fair which was supported by the Project, in which he met with micro-credit agencies.</p> |
| 18. | <p>Cecilia Molina Moros</p> <p>I own a house that I bought new with my husband, who died when he was very young. Most of my income for subsistence comes from the rental of two alcoves and two parking spaces; I get a little more from what I can</p> | <p>18.1 In 2003 IDU began acquiring land in the neighborhood of the Requester for the purposes of constructing an exit/entry ramp to connect Av. Suba to 116 St. The claim is that that TransMilenio and IDU did not contemplate the need for additional acquisition in the area in</p> |

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| | <p><i>sell of my handicrafts and paintings. My problems started in 2003, when IDU bought the house of my next-door neighbor and razed it to make a turnaround so cars coming on the avenue could exit into a traditional residential area, taking 116th Street, where they could have (had and still could have) five houses under a two-lane street. The acquisition was done without the highway right-of-way, before the buildings were purchased. When they bought my neighbor's house I lost my only and dear companion.</i></p> <p><i>Since then I have been traumatized by the entries into and taking of measurements of my home, receiving information that they are going to buy the property and being told that they are only going to need a part of it. This has made me ill. I have fallen twice on the stairs and recently I tripped and fell on the floor.</i></p> <p><i>The last thing that I heard is that they are going to buy the portion of the parking spaces so that cars taking the exit can drive faster, so I will lose the income that has enabled me to live peacefully, contrary to what the engineers may think.</i></p> <p><i>I am very saddened that I may lose the space my husband and I built, even though he is no longer here, because it enables me to maintain a decent standard of living. I have recurring dreams that they are going to come and take me out of the house. At the age of 77 I do not think it is fair that I am subjected to all this uncertainty. Sometimes they come and say "yes" and other times they say "no." Several senior citizens have lost their lives because of this Project and I do not wish to be the next one.</i></p> | <p>question. The Requester suggests that the need for a partial acquisition of her parking space was later communicated to her – causing undue stress and uncertainty given that she depends economically on the space for income through rent.</p> <p>Initial District plans for TransMilenio did not call for the partial or full acquisition of her property. In late 2004, however, redesign of certain connectivity aspects to and from Av. Suba identified the need for possible partial acquisition of Ms. Molina's property. In particular, the planned partial acquisition involves a corner of the plot that would have been curved to facilitate the more rapid flow of vehicles and TransMilenio buses making the transition from Av. Suba to 116 Street. If done, the acquisition would affect the parking spaces on which Ms. Molina depends for income.</p> <p>To date the plot has not been partially acquired by IDU out of specific and extraordinary considerations for the vulnerability of Ms. Molina. In coordination with TransMilenio and District authorities, IDU facilitated an informal adjustment in the design of works and the subsequent routing of the traffic by which vehicles would travel an additional block to make the required turn.²</p> <p>Ms. Molina has been soliciting from District planning authorities, with IDU facilitation, formal confirmation that Project designs have been amended and confirmation that she will not be subject to partial acquisition. District planning authorities, however, have not yet communicated this formally as designs have not been amended and they wish to reserve the right to acquire the property in the event that the particular social conditions and vulnerabilities referenced here were to change in the future.</p> <p>However, District authorities and IDU have informally communicated to Ms. Molina on multiple occasions that there are no plans to acquire the property out of sensitivities of the case. Extensive social outreach and facilitation support have been provided to Ms. Molina in this case. It is important to note that IDU provided assistance, guidance and facilitation to Ms. Molina on over 24 separate occasions during the period.</p> <p>As recently as October 29, 2007 – based on the facilitation of IDU – District authorities have formally communicated that they are initiating a study to assess the feasibility of changing the designs to eliminate the need for the partial acquisition in question.</p> <p>In February, 2007 a Bank official came into contact with Ms. Molina in the course of regular supervision. With Bank support and guidance, IDU intensified efforts to get District authorities to initiate the above study. It is also important to note that in the multiple communications between Ms. Molina and IDU there is no evidence that the Requester</p> |

² This additional 200 meters of travel results in an average additional fuel usage of 9,720 gallons per year at a cost of approximately US\$31,000 per year.

| No | Claim/Issue | Response |
|-----|---|---|
| | | <p>requested IDU to communicate her concerns to the Bank.</p> <p>It is the view of Management that the social outreach and facilitation services of IDU have contributed to the ongoing and constructive efforts towards a resolution in the case.</p> |
| 19. | <p>Familia Luna. Mariana Luna.</p> <p><i>On December 5, 2003, the technical office for public space made a topographic survey of the façade of said building, which was occupied by tenants. It had three stores on the first floor and seven offices on the second floor. In other words, the building was fully occupied, in excellent condition, generating income in a choice location and in a business district.</i></p> <p><i>On December 9, 2003, my parents, the owners, received an offer for purchase (Resolution No. 9082 of October 6, 2003) from IDU because part of the property was required for construction of the Suba Avenue section of the TransMilenio Project.</i></p> <p><i>On December 16, 2003, they sent a request to IDU to reconsider the price offered, since the building was in excellent condition, located in a business district, and generating income. They also asked for a date for return of the property to them after demolition so they could build a new building and thus have as short a period as possible when they would not receive rent after terminating the current leases.</i></p> <p><i>In 2004 I had to intervene in the case because IDU was setting so many requirements for my parents' turnover of the building and I did not see any support from the agency for this negotiation.</i></p> <p><i>My parents had to deliver the building vacant, remove utility connections, arrange with utilities for releases, and put together other required documents for the sales contract, the deed, and the payments they were to receive from IDU. It was impossible for two elderly persons to do all this, and they suffered damages because their tranquility was disturbed, they lost their property, they had emotional damages, health problems, and no energy to endure this marathon.</i></p> <p><i>So I had to negotiate with the real estate agency that managed the property in order to force the tenants to vacate their space (in some cases I had to speak personally with the tenants), otherwise I would not have been able to turn over the property on the date in the sales contract and would have been subject to penalties and even expropriation of the building. Furthermore, I had to contact the utilities time and again to cut off the services when the building was totally vacated, and then request the respective releases, which was a tedious task made worse by the fact that I had to finish it by the deadline fixed in the sales contract.</i></p> <p><i>On October 14, 2004, my parents signed the sales contract with IDU, in which they had to accept payments of 60 percent, 20 percent, and 20 percent, because as of that date one of the stores had not been vacated so they</i></p> | <p>The case raises 8 particular issues or concerns.</p> <p>19.1 Suggests that the offer made by IDU for the purchase of the parcel was below market value and that IDU did not make a reasonable effort to negotiate price.</p> <p>This claim is factually incorrect. The cadastral value established for 2003 for the property was COP 160,098,000.00. The valuation made by the Camara de Propiedad Raiz on August 2, 2003 was for COP 227,059,900.00. The latter is the amount that was paid in compensation for the land and improvements which were acquired. Additional compensation for lost rental income which was paid is detailed below.</p> <p>19.2 Claims that she was unduly penalized by the terms of the sale which were 60/20/20 because she could not get the renters out in time.</p> <p>The terms of payment in three tranches (60 percent upon signing of the sales agreement, 20 percent upon delivery of the plot with all issues of public services resolved, and the final 20 percent upon the registry of the property in the public registry as property of the purchaser) is clearly laid out in the methodology for compensation. Ms. Luna received an offer on November 16, 2003 but could not proceed to sign the sales agreement until October 14, 2004 due to difficulties in removing renters from the property.</p> <p>It is equally important to note that IDU did provide legal and outreach assistance starting in December 3, 2003 through the <i>Punto PAZ</i> and then throughout 2004 with direct legal support from IDU. Key areas of support included assistance in negotiating and drafting agreements with renters and also in adjusting the terms of the Sales Act to accommodate the particular problems encountered in evacuating the parcel.</p> <p>In addition to the COP 227,059,900.00 paid in compensation for the land and structure, the Requester was paid COP 9,705,898.00 in compensation for lost rental income on January 28, 2006 caused by the delay in the process.</p> <p>19.3 Reports considerable delays in the demolition of the structure and delivery/return of lot to owners. Claims that it was agreed that this would take place in 45 days. The lot was delivered to IDU on January 14, 2005 and the partial parcel after acquisition was returned in April/May 2005.</p> <p>There is no specification of the number of days in the Sale Agreement. Regulations and the RAP cannot specify timelines for the delivery for partially affected parcels because of the variability in the types of parcels, specific characteristics of the demolition, and risk mitigation factors.</p> <p>19.4 Claims that land use regulations for the zone of the city (UPZ) were unduly strict – limiting the Requester's ability to construct on only 39 square meters of a parcel that was originally 163 square meters. In this regard the</p> |

| No | Claim/Issue | Response |
|----|---|--|
| | <p><i>could not apply the formula of 80 percent, 20 percent (which was less traumatic and would have permitted relocation of the building), because if they had they would not be able to comply with the IDU requirement for delivery of the property, and would thus have been penalized.</i></p> <p><i>On January 14, 2005 the building was turned over to IDU. I believed at that time that even though IDU had only paid for 60 percent of the property's value, we were nearing the end of this ordeal and they would raze the building and give my parents back the lot in less than 45 days, so I could then devote my attention to construction of the replacement building to restore the rental income, which was so vital for my parents and which they had not received for several months.</i></p> <p><i>Unfortunately these plans were dashed in May 2005 when I went to the Building Permit Office [Curaduría] 4 and asked for the zoning regulations. I was told that although the lot had 163.75 square meters, we could only erect a structure three meters deep by 13 meters in front. I then sent a letter to IDU, to Dr. Luis Carlos Zamora Reyes, Technical Director of Buildings, explaining the situation and asking him to present our case to the District Planning Office for a waiver to the regulations, because the building had been taken for the TransMilenio Project. When time went by without any response, I appealed in July 2005 to the Public Ombudsman and the district office of the Personería [Human Rights Defender] in an effort to seek a solution.</i></p> <p><i>The Public Ombudsman asked IDU and Building Permit Office 4 to resolve our problem. In October 2005 Building Permit Office 4 responded that it was not possible to build on residual lots of public Projects until IDU and the District Planning Office reached an agreement on how regulations would apply in these sectors, and it was not possible to issue construction permits for buildings not authorized by the regulations.</i></p> <p><i>In response to the Public Ombudsman's request to IDU, that agency replied that it had no authority for flexible application of the regulations, but it would take up the matter with the District Planning Office, since the Resettlement Plan required that measures be taken to restore our standard of living.</i></p> <p><i>After receiving these discouraging replies from IDU and the Building Permit Office, I could do nothing but wait, as if we had not already waited long enough and the well-being of two elderly persons and me had not already been jeopardized.</i></p> <p><i>In 2006 I appealed to Building Permit Office 5 in the hope that the regulations had by then been modified and were sufficiently flexible for this type of case, but unfortunately they told me that the situation remained the same. I therefore appealed again to the District Planning Office without receiving any response whatsoever.</i></p> <p><i>For now I shall continue knocking on doors and filing all</i></p> | <p>Requester made repeated efforts to communicate with IDU and the District Government that were neither addressed in a timely manner nor resolved to the satisfaction of the Requester.</p> <p>The Luna Family owned the original parcel of land which included an office building which the family had rented out to approximately 6-8 tenants. The parcel was on a 220 square meter lot. TransMilenio designs required the acquisition of approximately 57 square meters of the parcel and at the time of the assessment it was determined that the existing structure would need to be totally demolished.</p> <p>District regulations specify that if over 60 percent of a lot is needed for acquisition then IDU would need to acquire the entire lot. In cases of less than 60 percent acquisition, IDU can request District development authorities to provide an opinion as to whether the remaining lot is "developable" and if it is determined that the particular characteristics of the lot deem it "non-developable," IDU is required to acquire entire parcel.</p> <p>In this case, the remaining 163 square meters were considered developable by IDU, without the need to seek an opinion from District authorities. However, it was discovered in April 2005 at the time of the delivery of the parcel to the Luna family that zoning regulations in the area (UPZ) required that the lot reserve as unbuild area 3 meters from the rear boundary and 5m from the front boundary of the lot. Given the narrow nature of the plot this left only a 3 by 13 meter area for development (39 square meters).</p> <p>Since that time Ms. Luna and Family have repeatedly sought permission from District planning authorities, through IDU and directly, for a relaxation in these zoning regulations to permit them to construct on a larger area of the land. IDU has made extensive and documented efforts to facilitate these requests. However, District planning authorities to date have suggested that the regulations in question cannot be amended. The family continues to express an interest in developing the lot and has recently presented to District authorities and IDU a plan for the construction of an open-air café and bar using the non-developable rear and front areas of the lot as patios. This request is still under consideration.</p> <p>Neither IDU nor District authorities have explored to date the possibility of declaring the plot non-developable as the family has expressed a strong interest in constructing on the site though this approach could be considered as a possible resolution to the case.</p> <p>Documentary evidence indicates that IDU has made multiple efforts to facilitate the presentation and consideration of the family's case to planning/zoning authorities but cannot make the zoning decisions as such a decision falls outside of IDU's jurisdiction.</p> <p>19.5 Claims that the treatment of this case implies a violation of OP4.12 in that it has failed to leave the Requester in socio-economic conditions equal to or better than before the process of involuntary resettlement.</p> <p>The Requesters received compensation for the 26 percent</p> |

| No | Claim/Issue | Response |
|----|---|--|
| | <p><i>appeals that may be needed to solve this problem caused by IDU, to make that entity responsible for the pecuniary, non-pecuniary, and health damages suffered by my parents and me; all this has forced me to leave my job since 2004 to work full-time on this effort to preserve my parents' livelihood.</i></p> <p><i>As if the foregoing were not enough, I have encountered the following other problems along this long road:</i></p> <ul style="list-style-type: none"> • <i>When they were working on the Suba Avenue TransMilenio Project, I had to fight with the contractors in charge of that sector of the Project because they wanted to use my parents' lot as a site to store building materials and waste. I had to write them several times to stop using the lot. I had to appeal for help from the Human Rights Defender, Public Ombudsman, and Punto CREA [Project Meeting, Encounter, and Service Center]. Finally I fenced the lot, but the fence has been knocked down three times and today I have a fence that has been penetrated by the community, and people are constantly dumping trash and construction waste, putting graffiti on the walls, relieving themselves, all this after I have gone to the expense of erecting the fence three times and cleaning the lot.</i> • <i>Dealings with the conveyance survey of the property.</i> • <i>Collecting the documentation needed for the signing of the sales contract and deed, and following up on the respective steps to speed up the process, because documents had to be signed not only by IDU but also by the contractor of the TransMilenio Project.</i> • <i>Making payments in the registry and tax offices.</i> • <i>I continue paying taxes on the lot as if it were developed, even though it has been demonstrated to the survey and tax office that there was nothing on the lot, not because we did not want to build something, but because we were not allowed to, which was driving my parents to bankruptcy.</i> <p><i>As if all this were not enough, my parents' health has been affected by this trying situation, for they could never have imagined that at this stage of their lives they would lose the house that helped them meet their living expenses in old age, and had been built by my father with the savings of many years of honest work.</i></p> | <p>of the lot that was acquired and the structure from which they received rental income as outlined above. Additionally, they retain the 163 square meter plot which is an asset that has an intrinsic value. In 2007 the cadastral value was COP 130,960,000 and the market value is likely slightly higher.</p> <p>19.6 Claims that contractors used – without permission or compensation – the empty lot improperly for the storage of construction materials.</p> <p>No information or formal complaints have been registered by the Luna family regarding this issue.</p> <p>19.7 Claims regarding the damage caused to the property by delinquents, neighbors and other residents of the zone including the depositing of solid waste, used construction materials and other effects.</p> <p>A complaint in this regard was registered at the Punto CREA on September 25, 2006. Between September 27 and October 3, 2006, the contractor dispatched workers to clean the parcel. A summary of documentary evidence of this response can be found in Annex 4.</p> <p>19.8 Claims that an effort was made to communicate with the Bank through IDU but IDU did not facilitate such a communication.</p> <p>At least 15 different contacts and/or communications between the Luna Family and IDU are noted in IDU records and in none of these communications does the Requester make reference to a desire to communicate her claim directly to the Bank. Additionally, in the multiple communications in writing sent to IDU the Bank office, team members or management were never copied.</p> |

ANNEX 2 ENVIRONMENTAL MANAGEMENT FRAMEWORK

Environmental Assessment

1. The World Bank's Environmental Assessment Policy 4.01 has been issued to ensure that all bank-funded operations are environmental sound and sustainable. Environmental Assessment (EA) is a process that varies from project to project, and helps evaluate the potential environmental risks related to project implementation. It also helps identify and evaluate alternatives, and measures to mitigate impact when prevention is not feasible. EA "takes into account the natural environment (air, water, and land); human health and safety; social aspects (involuntary resettlement, indigenous peoples, and physical cultural resources; and transboundary and global environmental aspects. EA considers natural and social aspects in an integrated way." (Environmental Assessment Operational Policy 4.01, The World Bank, paragraph 3).

Environmental Management Framework

2. **Environmental Screening.** In the Bogotá Urban Services Project, an early screening took place to determine what type of Environmental Assessment better suited the proposed operation. It was determined that the Project could be considered as of Category B, since its potential adverse environmental impacts on human populations (i.e., 591 households and businesses resettled) and environmentally important areas (including the Cordoba and Conejera wetlands) were less adverse than those of a Category A Project. The impacts were site-specific; temporal; and in all cases mitigatory measures could be designed. It was then decided that a stand-alone Environmental Impact Assessment was the right EA mechanism to identify potential environmental impacts, and design measures to properly mitigate such impacts for the Avenida Suba trunk lane. Being a category B Project, the EIA was undertaken by the same firm engaged in developing the infrastructure designs. This helped provide feedback onto the final designs.

3. **Environmental Impact Assessment.** The Environmental Impact Assessment carried out reported on (i) baseline characteristics of the area in which the road works were to take place; (ii) potential environmental impacts arising from the construction works; and (iii) measures to control, prevent, and mitigate potential negative environmental impacts associated to the works. On the negative potential environmental impacts, the EIA focused on (a) improving air quality and noise control; and on (b) protecting the sites of natural and cultural patrimony.

4. The baseline analysis showed that air pollution and the levels of noise were already over the pre-set national standards, and that the environmental impacts during construction and operation were not expected to be significant. Although a temporary increase in air pollution and noise levels was to be expected during works, IDU could mitigate the impact by ensuring that the equipment only operated during day hours; that the machinery and equipment was relatively new and well maintained; and by ensuring a continuous moistening of the construction debris and dusty work areas. In the mid and

long term the Project impact was expected to be positive as reductions in fuel consumption were to bring about reductions in emissions of air pollutants.

5. With relation to the small wetland areas, the Project construction area was 1 to 4 kilometers away, and extra caution was to be taken when handling construction materials, and liquid and solid wastes. With regards to the Jose Maria Cordoba military school, the Project design was adjusted to eliminate any potential affection of the national patrimony. The Environmental Management Plan (EMP) was designed in order to ensure that the construction materials and wastes were properly contained and managed; that emissions could be mitigated; that traffic and access to business and housing during works were properly managed; and that conditions of work would be safe for workers, pedestrian and vehicle riders.

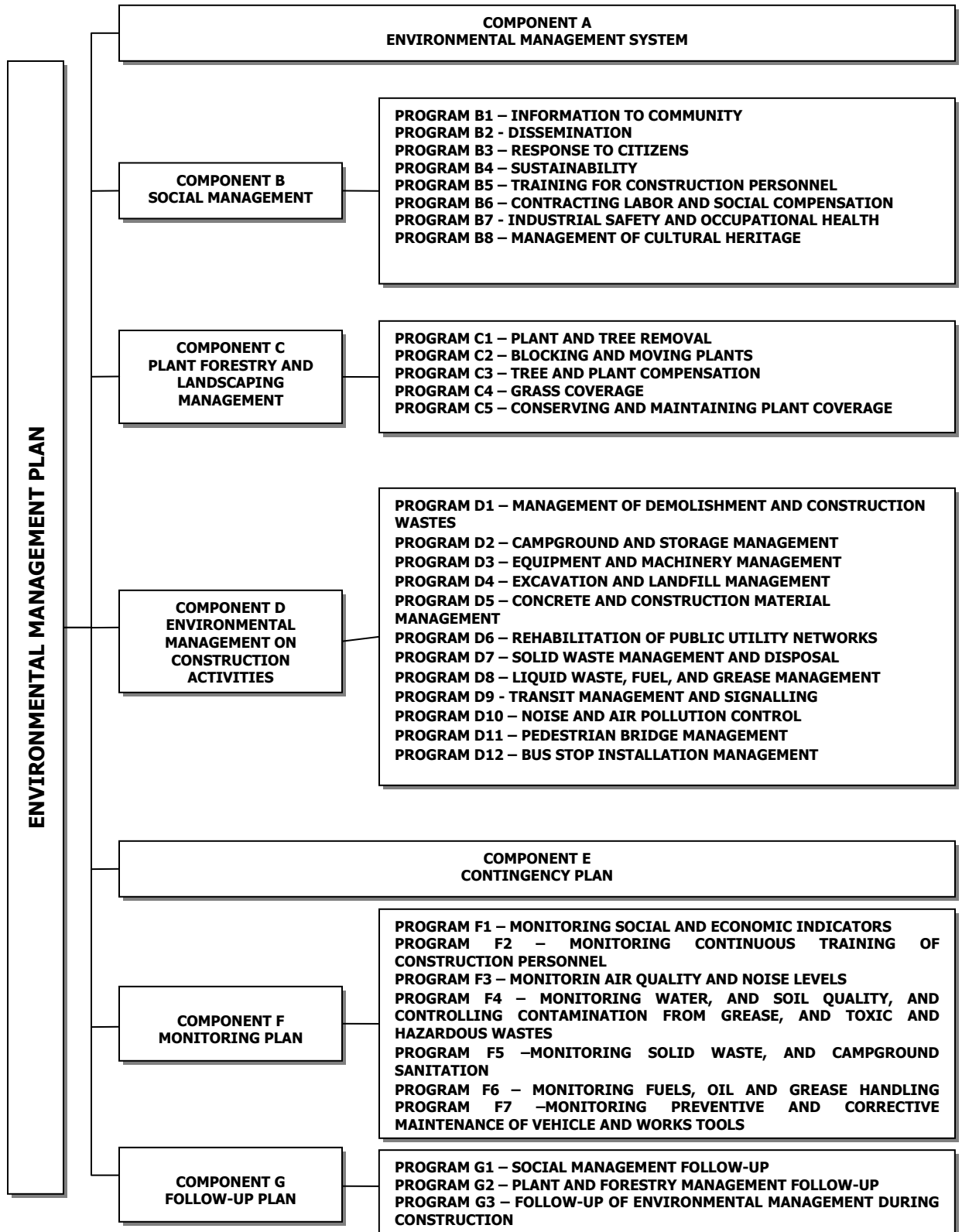
6. **Environmental Management Plan.** The EMP was designed following IDU's guidelines, which were developed in coordination Bank policy and with support from the World Bank. The EMP is a set of measures designed to mitigate potential adverse environmental problems affecting all people living or conducting business in the construction area, including dwellers, pedestrians, vehicle occupants, and construction workers. EMP's structure includes:

- (i) *An Environmental Management System* to ensure implementation and compliance with the EMP. The system will include the environmental, social, forestry, biology, industrial safety and occupational health specialists; and the cleaning brigade at the construction contractor, who will ensure proper EMP implementation. These specialists will interact with the environmental and social specialists at both the supervisor contractor, and at IDU's. An Environmental Committee, formed by representatives from the three entities will meet once a week to review and supervise EMP implementation.
- (ii) *A Social Management Plan*, which included programs on: a) information to the community; b) Project dissemination; c) attention and response to citizens; d) sustainability; e) training of workers; f) hiring of local labor; g) industrial safety and occupational health; and h) management of historic and cultural heritage.
- (iii) *A Plan for Landscaping, Plant and Agri-forestry Management*, which included plans for: a) proper forest and plant removal; b) blocking and moving plants; c) compensating plant and tree removal; d) grass coverage; and e) conserving and maintaining plant coverage.
- (iv) *A Plan for Environmental Management of Construction Works* including measures for: a) demolition and construction waste management; b) camp-ground and storage management; c) equipment and machinery management; d) excavation and landfills; e) groundwater management; f) concrete and construction materials management; g) rehabilitation of public utilities' networks; h) solid waste management and disposal; i) liquid waste, fuel and grease man-

agement; j) traffic management and signaling; k) emission and noise control; l) installing pedestrian bridges; and m) managing bus stop installation.

- (v) *A Contingency Plan*
- (vi) *A Monitoring and Evaluation Plan*, focused on monitoring: a) social and economic indicators; b) personnel training; c) air quality; d) the quality of water resources, and soil contamination with fuel, grease, or toxic and/or hazardous waste; e) solid waste and sanitation at campgrounds; f) fuel and grease handling; and g) vehicle and work tools maintenance.
- (vii) *A Follow up Plan* to track: a) social management; b) forestry and plant management; and c) environmental management at construction.

Figure 1 Environmental Management Plan Structure



Mechanisms to ensure compliance. EMP requires proper implementation to ensure that all environmental and social issues are effectively mitigated as they arise during construction. To that end, the EMP includes Component A on the Environmental Management System described above. To assure compliance, the measures become obligations of the construction contracts.

a. Bidding documents and contractual obligations

7. According to IDU's environmental and social policies, all bidding documents include an annex (i.e., annex D) on the EMP, stating from the beginning that its compliance will be a contractual obligation. Contracts incorporate the EMP as a set of binding obligations, subject to fines and cancellation of the contract if breached. In addition, Supervision Contracts include special clauses to ensure that EMPs get implemented as planned.

b. EMP Implementation Plan

8. The Environmental Management System established by EMP got complemented by the environmental specialists at both the supervision contractor and IDU's; by the clauses included in the construction and supervision contracts; and by the system of remuneration established at the EMP Implementation Plan (EMPIP). This plan contains in detail the activities to be implemented by the contractor in order to fully comply with the EMP. Matching the EMP, the structure of EMPIP includes 6 components:

- Component A Environmental Management System
- Component B Social Management Plan
- Component C Landscape, Plant and Tree Management Plan
- Component D EMP for Construction
- Component E Monitoring Plan
- Component F Contingency Plan

9. According to its legal obligations, the contractor must verify and leave record of:

- Compliance with environmental and social security laws and regulations that apply to the Project, including special permits for conducting the works in the specified areas.
- Compliance with all environmental and social obligations inserted in the EMP.

10. The Contractor must guarantee that all of its sub-contractors and suppliers have the proper licenses and permits required by law and regulations. The Contractor must submit all the required environmental permits at least a month in advance to starting the works.

c. Environmental remuneration

11. In addition to being contractual obligations, each of the measures included in the EMP and in the EMPIP, represents an Environmental Remuneration for the contractor. All costs related to the EMP activities are to be reimbursed to the contractor, basing on its performance and compliance with the EMPIP. This is achieved by using checklist matri-

ces, which are daily filled in by the Supervision contractor, in coordination with the Construction contractor. A checklist rating for each activity normally has 4 levels for each activity, as shown by the following example:

Sample Rating for EMP Compliance

| Item | Parameter per activity | Qualifying Criteria | | | |
|------|---|---|---|---|---|
| | Program D1 - Management of construction wastes and demolition | 100% | 75% | 50% | 0% |
| 1 | All construction wastes must be immediately retired from the works area and taken to the authorized disposal site. All volumes must be recorded and accounted for by the contractor | Construction wastes are retired immediately. Volumes are recorded | Wastes are load onto the trucks within 24 hours. Volumes are recorded | Wastes are load onto the trucks within 24 hours. Volumes are NOT recorded | Construction wasted loaded onto the trucks after 24 hours |

12. Payment to the contractor is made on a pro-rated basis, according to the compliance with each of the activities. If the contractor does not comply a specific activity for two consecutive monitoring periods (i.e., two months), the whole program will be rated 0 percent.

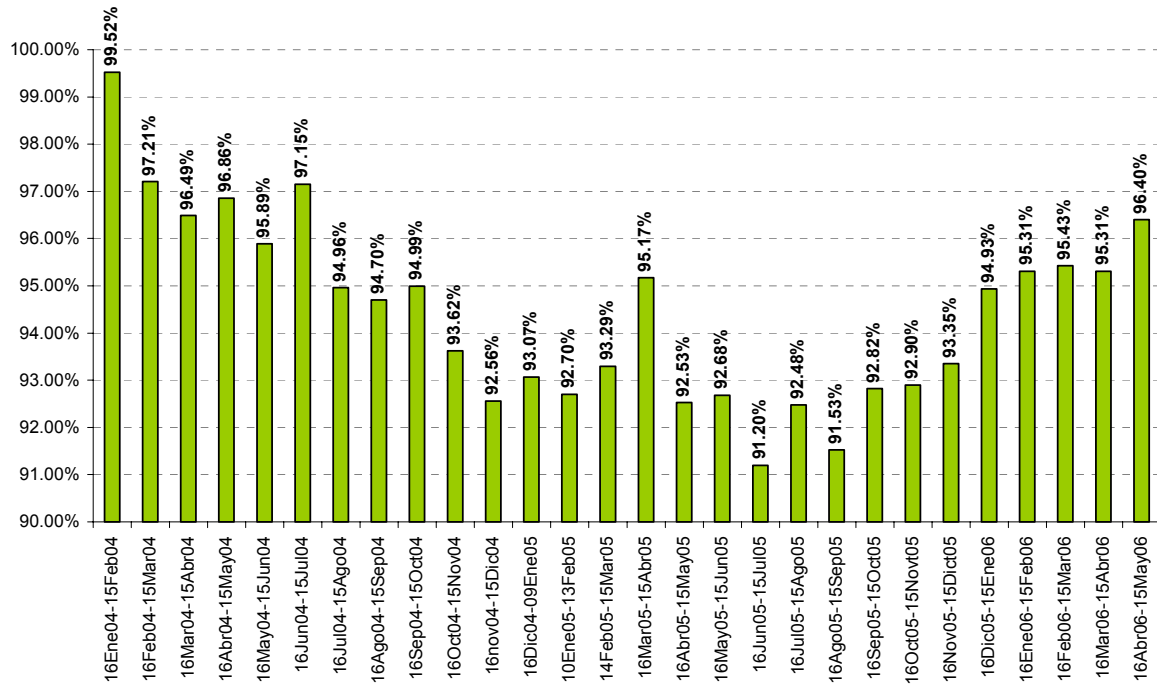
13. The periodicity for the checklist varies according to the component:

- Component A Environmental Management System (weekly)
- Component B Social Management Plan (weekly)
- Component C Landscape, Plant and Tree Management Plan (daily)
- Component D EMP for Construction (daily)
- Component E Monitoring Plan (every 2 weeks)
- Component F Contingency Plan (monthly)

d. Monitoring and Evaluation for Avenida Suba

14. The Supervision contractor, Restrepo & Uribe, has been daily registering the level implementation of the EMPIP by the construction contractor. Daily reports and checklists were recorded in weekly reports to be reviewed by the Environmental Committees. Monthly reports were produced for both the Environmental and Social Management Plans, and submitted to IDU. The reports emphasize elements that might be out of compliance or posing environmental risks. Videos of the works and photographs are part of the reports. Following is a graph showing the evolution of the EMP compliance:

**CONSOLIDADO
DE LA VARIACION DEL DESEMPEÑO EN LA GESTION SOCIO-AMBIENTAL DEL PROYECTO
POR PERIODOS EVALUADOS
(%)**



ANNEX 3
CONSULTATION, GRIEVANCE AND CONFLICT RESOLUTION MECHANISMS

| Table 3.1: Consultation, Grievance and Conflict Resolution Mechanisms | | | |
|--|----------------------------|---|---|
| Legal Instrument | Mechanisms | Process | Venue |
| National Constitution | Art. 21 Right of Petition | State agencies are required to respond to a request from any citizen within 15 days. If they do not, there are disciplinary proceedings | May be filed with any public agency. |
| | Art. 86 Protection | Provides citizens the right to file suit alleging violation of basic rights guaranteed in the Constitution | Filed with the Constitutional Court |
| Law 134 of 1994 on Citizen Participation | Conciliation and mediation | The State's obligation to establish conciliation facilities, and to resolve conflicts | Ombudsman Office of the Comptroller Citizen oversight Public defender Office of the Prosecutor |
| | General consultation | The right to be consulted on any action to be taken | Every State agency must consult with the public |
| Law 99, of 1993 | Prior consultation | Provision for prior consultation and information meetings before issuance of an environmental permit in connection with an environmental impact study | The entity in charge of the project requests the permit from the Ministry of the Environment or its local agent |

| Table 3.2: Consultation, Information Dissemination and Application of Conflict Resolution Mechanisms in the Bogotá Urban Services Project | | | |
|--|--|---|---|
| Mechanism | Purpose | Means | Application in the Suba TransMilenio Project |
| General information, consultation, and attention to claims and complaints | Establish mechanisms available to all citizens for filing a complaint, claim, or request for information from IDU | General office for attention to citizen claims and complaints. Telephone hotline for claims and complaints | Instrument used extensively, however records not disaggregated so as to provide number of times accessed related to this particular Project. |
| Prior consultation | As part of the environmental impact study, consultations with people directly and indirectly affected by the Project | Meetings with community leaders and the community in general in the Project area | Exact number of meetings and participants not available |
| Ongoing information on construction of the Project | Permits notification of decisions, requirements, and progress of the Project through information meetings and communication materials: flyers, folders, illustrations, posters | Meetings | Initial information meetings: 17 Information meetings on progress: 12 Wrap-up information meetings: 7 Special meetings: 297 Total meetings: 333 |

| Table 3.2: Consultation, Information Dissemination and Application of Conflict Resolution Mechanisms in the Bogotá Urban Services Project | | | |
|--|--|---|---|
| Mechanism | Purpose | Means | Application in the Suba TransMilenio Project |
| Dissemination program | To communicate Project decisions, requirements, and progress | Set up of kiosks at sites, businesses, community centers, and parks for placing of posters and flyers | Information kiosks: 23 Quarterly information posters: 1,302 Informational flyers: 65,088 Information packets on traffic management plan: 42,939 Flyers on traffic management plan: 50,447 Bulletins on special activities: 311,977 |
| Attention to complaints and claims | Direct service to the public in the Puntos CREA | Specialist available through the Puntos CREA to address claims and complaints | Requests registered and resolved: 2,260 Puntos CREA: 2 |
| Information for families affected by right-of-way acquisition | In connection with census and identification of impacts, affected people informed of the Project and potential impacts associated with land acquisition | Informational meetings and outreach concurrent with the mobilization of the socio economic survey | Establishment of Punto PAZ |
| Request for support from families affected by property acquisition | Direct assistance | Punto PAZ direct advisory support Home visits by specialized staff | Establishment of Punto PAZ |
| Reconciliation, negotiation, and case studies | In case of any disagreement, resolution 5099 and its amendments establish a venue for analyzing cases of affected parties who request compensation adjustments | Compensation Committee for resettlement proceedings | Compensation Committee established and operational throughout the duration of the investment Committee approved amendments to the census of affected people and addressed particular critical cases |

ANNEX 4
SUMMARY OF SUPPORTING CASE DOCUMENTATION

The following table lists and summarizes primary documents and communications referenced in Annex 1 and elsewhere in the Management Response. The original documents have not been included in this response due to their volume (approximately 140 pages) and the fact that the documents are in Spanish and difficult to translate (i.e., survey forms, appraisal forms for building and other structures, maps, etc.). Additionally, Management did not consider it appropriate to publicly disclose these documents due to the private nature of much of the information included therein. A separate volume has been prepared with copies of the referenced original documents and is available to the Panel upon request.

| Document | | Date | Comments |
|--------------------------|---|--------------------|---|
| 4.1 Nelida Vargas | | | |
| 4.1.1 | Ficha Socioeconómica Familiar [Socioeconomic Survey – Census Instrument] | July 24, 2002 | This instrument was conducted at the property in question and demonstrates that the sole resident of the unit was a Ms. Maria Luz Vargas Barajas – the aunt of the Requester. The survey also demonstrates that business was operated on the property. |
| 4.1.2 | Formato para Identificación de Impactos en Unidades Socioeconómicas del Predio [Socio-economic Impact/Vulnerability Survey] | July 27, 2002 | This follow-on survey to the census instrument was conducted to assess vulnerabilities and potential adverse impacts to the household from resettlement. Demonstrates that IDU had in place a system to assess vulnerability. Further validates Management claim that Ms. Nelida Vargas was not a resident of the property. |
| 4.1.3 | Certificado Catastro. [Cadastral Certificate] | October 8, 2002 | Demonstrates that the cadastral valuation for said property was lower than the offer – contrary to the claim of the Requester. |
| 4.1.4 | Notificación de Adquisición del Inmueble y Oferta [Notification re: the Acquisition of Property and Offer] | May 28, 2003 | Verifies that on said date the acquisition of said parcel began. |
| 4.1.5 | Segunda Notificación Oficio de Oferta de Compra. [Second Notification of the Acquisition of Property and Offer] | June 13, 2003 | Verifies that a second notice related to the offer was sent to the property in question. |
| 4.1.6 | Edicto de Expropiación [Expropriation Edict] | August 1, 2003 | Demonstrates that the appropriation process started officially on said date based on the failure of residents at the property to respond to offers previously delivered to the property. |
| 4.1.7 | Carta de Solicitud de Edicto [Letter Requesting Edict of Expropriation] | September 30, 2003 | Verifies that the Requester contacted IDU on said date to request information on the previously initiated ex- |

| | Document | Date | Comments |
|--------|---|--------------------|---|
| | | | propriation process for the property of Ms. Vargas Barajas – the Requester’s aunt. |
| 4.1.8 | Control de Atención Jurídica [Registry of visit to Punto PAZ] | November 21, 2003 | Confirms that the Requester sought legal assistance at the Punto PAZ on said date. |
| 4.1.9 | Informe Asesoría Prestada al Punto de Servicio [Report on Legal Advisory Support] | November 26, 2003 | Verifies that the Requester received legal advice from the Punto PAZ on said date. |
| 4.1.10 | Derecho de Petición, Ref. Compensación [Petition to IDU re: Compensation Claim] | March 3, 2004 | The letter from the Requester to IDU asks for information on how she could petition to be included in the original census as an occupant of the property in question and become eligible for compensation for her business and home on the same property. |
| 4.1.11 | Documento de Sucesión [Succession Document] | March 9, 2004 | Document verifies that the assets of Ms. Maria Luz Vargas Barajas were to be divided amongst eight parties with rights to the assets of the deceased. The document also specifies the share of Ms. Nelida Vargas to be 8.33% of the value of the asset. |
| 4.1.12 | Respuesta a Derecho de Petición Ref. Compensación [Response to the Petition] | March 25, 2004 | Confirms that IDU responded to the above request with details on the procedures for the Requester to be included in the census. |
| 4.1.13 | Carta de Aceptación a la Oferta [Letter Accepting Offer] | July 15, 2004 | Letter verifies that Ms. Nelida Vargas – along with other representatives of the 8 heirs to Ms. Maria Luz Vargas Barajas – accepted the offer presented by IDU. |
| 4.1.14 | Histórico de Asesorías Prestadas en Punto de Servicio [Record of Legal Guidance Provided at Punto PAZ] | August 12, 2004 | The report lists all contacts with the Requester or her representatives in the Punto PAZ. |
| 4.1.15 | Solicitud de Información sobre Recepción de Compensación [Letter from Requester re: Compensation Process] | September 28, 2004 | Requester disputes the ongoing property acquisition and sales process and claims to lack knowledge of the same – contradicting earlier communications and interactions with IDU referenced in this Annex. |
| 4.1.16 | Aclaración de Situación de Compensación [Letter from Requester re: Compensation Process] | October 13, 2004 | In the communication the Requester recognizes the expropriation and subsequent sales process and requests direct payment for her share thereof. |
| 4.1.17 | Derecho de Petición [Petition] | October 26, 2004 | The Requester acknowledges the sales process and reiterates her earlier request to expedite payment. |
| 4.1.18 | Paquete de Documentación sobre el Pago de Compensación [Package of Documentation re: Payment of | Multiple Dates | Package verifies that the sale of the property and subsequent division of assets was completed in full knowl- |

| Document | | Date | Comments |
|---|--|--------------------------|---|
| | Compensation] | | edge of the Requester. |
| 4.2 Benito Eduardo López | | | |
| Document | | Date | Comments |
| 4.2.1 | Aceptación Oferta de Compra [Offer of Sale] | August 5, 2003 | Verifies that the Requester agreed to the Sales Offer on said date. |
| 4.2.2 | Acta de Recibo [Confirmation of Receipt of Compensation Payment] | December 1, 2003 | Confirms that the Requester received compensation on said date. |
| 4.2.3 | Acta de Vecindad al Inicio [Unit Appraisal - Before] | January 8, 2004 | Attests to the condition of the Requester's unit before the construction phase. |
| 4.2.4 | Acta de Vecindad de Cierre [Unit Appraisal - After] | Date Not Visible in Copy | Attests to the condition of the Requester's unit after the construction phase. |
| 4.3 Ana Alcira Morales de Guerrero | | | |
| 4.3.1 | Relación de Punto CREA [Registration of Complaint in Punto CREA] | August 15, 2005 | Verifies that the Requester registered a complaint at the Punto CREA. |
| 4.3.2 | Acta de Vecindad de Cierre [Appraisal Document – After] | June 30, 2006 | Verifies that the Requester signed the ex-post appraisal. |
| 4.4 Oscar Mauricio Guerrero | | | |
| 4.4.1 | Acta de Vecindad de Cierre [Appraisal Document – After] | June 30, 2006 | Attests to the condition of the Requester's unit after the construction phase. |
| 4.5 Freddy Beltrán | | | |
| 4.5.1 | Ficha Inmobiliaria [Survey Form] | September 18, 2003 | The form was applied prior to the resettlement of the Requester's business to determine the value of the asset and the eventual compensation offer. |
| 4.5.2 | Solicitud Autorización de Pago [Request for Authorization of Payment for Compensation] | December 3, 2003 | Verifies that the process of compensation payment to the Requester was authorized on said date. |
| 4.5.3 | Ficha de Seguimiento al Reestablecimiento I [First Monitoring Form for Resettled Units] | February 12, 2004 | Confirms that IDU conducted an initial monitoring visit to the Requester on said date and collected information regarding his ability to reestablish former conditions. |
| 4.5.4 | Ficha de Seguimiento a Reestablecimiento - Económicas Trasladas II [Second Monitoring Form for Resettled Economic Units] | March 29, 2005 | Confirms that IDU conducted a second monitoring visit to the Requester. |
| 4.5.5 | Encuesta de Seguimiento a Reestablecimiento III [Third Monitoring Form for Resettled Units] | No Date Provided | Confirms that IDU conducted a third monitoring visit to the Requester. |
| 4.5.6 | Ficha de Cierre de Expediente [Final Monitoring Form for Resettled Units] | August 31, 2006 | Confirms that IDU conducted a final monitoring visit to the Requester. |
| 4.6 Cecilia Molina | | | |
| 4.6.1 | Plano de Afectación Parcial [Plans Reflecting Partial Affectation] | November 2005 | Reflects the original designs for the road network and the partial acquisition of the Requester's parcel. |
| 4.6.2 | Análisis de Desafectación del IDU | November 21, | Document reflects efforts by the |

| | Document | Date | Comments |
|-------------------------|---|-------------------|--|
| | [Analysis of Impact to Parcel by IDU] | 2006 | Technical Department of IDU to assess the nature of the proposed impacts to the Requester's parcel – amongst others in the neighborhood. |
| 4.6.3 | Solicitud de Evitar Desafectación [Request to Avoid Adverse Impacts to Requester's Parcel] | November 24, 2006 | Document reflects efforts by District authorities on behalf of IDU to solicit District Planning authorities to consider amending proposed designs and plans for adjustments in the road network in the area given the particular vulnerabilities of the Requester. |
| 4.6.4 | Comunicación Interna de IDU [Internal Communication of IDU] | January 12, 2007 | Communication reflects efforts within IDU's different departments to address the Requester's concerns. |
| 4.6.5 | Carta de IDU a Planeación para Dar Alcance al Oficio de Revisar la Posibilidad de Evitar Afectación [Letter from IDU to District Planning Office to Request Decision on Possible Acquisition] | March 13, 2007 | The communication verifies that IDU is engaged in coordination efforts with District Planning authorities to avoid the partial or complete affectation of the parcel. |
| 4.6.6 | Comunicación del IDU a Planeación [Communication from IDU re: Case] | April 12, 2007 | Additional evidence of communication between IDU and District authorities with the objective of avoiding the partial acquisition of the parcel. |
| 4.7 Familia Luna | | | |
| 4.7.1 | Boletín Catastral [Cadastral Assessment] | December 9, 2002 | Demonstrates that the cadastral value was less than the valuation. |
| 4.7.2 | Avalúo [Valuation] | August 2003 | Independent market valuation demonstrates that valuation is greater than cadastral value and done by independent real estate agents. |
| 4.7.3 | Resolución Adquisición [Notice of Land Acquisition] | October 6, 2003 | Verifies the date upon which the Requesters were notified of the acquisition process. |
| 4.7.4 | <i>Informe de Asesoría Prestada</i> [Report on Advisory Support Provided to Luna Family] | December 3, 2003 | Verifies that the Requesters received legal advisory support from the Punto PAZ on said date. |
| 4.7.5 | Historial de Servicio y Asesorías [Summary of Services and Support received from IDU Social Unit] | August 12, 2004 | Report verifies that the Requester received assistance particularly towards supporting the Requester to evacuate renters from premises. |
| 4.7.6 | Cláusulas 18, 19, 20 y Firmas de Promesa de Compraventa [Clauses 18, 19, 20 and Signatures from Sales Agreement] | October 14, 2004 | Relevant clauses of the sales agreement demonstrate the Requesters' agreement with the sales process and price. |
| 4.7.7 | Remoción de Escombros Carta y Fotografías [Communication from IDU to Requester re: Resolution of Request] | October 3, 2006. | The communication confirms that – in response to a registered complaint by the Requester – the lot in question was cleaned of debris by the contractor as per the complaint. |
| 4.7.8 | Propuesta de Café Puente Largo & Respuesta de Planeación [Proposal] | March 28, 2007 | Demonstrates that the Requester has outlined plans for the development |

| Document | | Date | Comments |
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| | of the Requester to Construct a Café and Bar on the Remaining Parcel] | | of the parcel and is seeking approval from District Planning authorities for the same. |
| 4.7.9 | Boletín Catastral [Cadastral Assessment] | November 8, 2007 | Demonstrates the cadastral value of the remaining property after demolition and partial acquisition. |