

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Barry K. Hogan, Community Development Director 
Prepared By: Joseph Fiss, Principal Planner

DATE: January 24, 2007

SUBJECT: Consider Noise Study for State Route 23 Freeway Soundwalls
Adjacent to Tract 4975

BACKGROUND/DISCUSSION

On October 19, 2006, staff reported to the City Council on freeway noise in the residential areas of the Carlsberg Specific Plan (Serenata), and why soundwalls were not required to be constructed as part of the Carlsberg Specific Plan project or the SR-23 freeway widening project currently under construction. A copy of the previous staff report is attached. Staff subsequently researched the feasibility of the construction of soundwalls in this area. A noise study is first required to determine the effectiveness and design of soundwalls in this location.

DISCUSSION

Staff has solicited proposals from three acoustic consultants (Newson Brown Associates, Wieland Associates, and Mestre-Greve Associates) to perform a noise study in this location, including the identification of the noise environment, the need for noise attenuation, and the design of soundwalls, if determined appropriate. Staff received proposals from Wieland Associates (Attachment "2") and Newson Brown Associates (Attachment "3"). Mestre-Greve Associates did not send a proposal due to their existing workload. Although Newson Brown Associates has presented a satisfactory proposal, and appears to have the necessary technical skills and staff to prepare such a study, their primary expertise is with interior building acoustics for buildings such as theaters, museums, and libraries. Wieland Associates has presented a more thorough proposal for this specific issue and has prepared many freeway soundwall studies throughout Southern California. Staff finds that Wieland's more extensive experience is needed for an assessment of the specific soundwall issues and to address the needs of the community.

Honorable City Council
February 7, 2007
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A Settlement Agreement between the City and developer was approved in conjunction with approval of the Carlsberg Specific Plan and Final EIR. Among the things that it required was payment of a mitigation fee for all residential lots and commercial, industrial, and institutional acreage. The City has discretion on how such money is to be spent. This could be the source of funding for this study. If approved by the Council, staff would return with an appropriation of funds request at a subsequent meeting.

STAFF RECOMMENDATION

Direct staff to negotiate a professional services agreement with Wieland Associates for up to \$16,250 for a noise study.

Attachments:

1. October 19, 2006 Memorandum to City Council
2. Proposal from Wieland Associates
3. Proposal from Newson Brown Associates

MEMORANDUM

COMMUNITY DEVELOPMENT DEPARTMENT

TO: Honorable City Council

FROM: Barry K. Hogan, Community Development Director 

BY: Joseph Fiss, Principal Planner 

DATE: October 19, 2006

SUBJECT: Carlsberg Soundwalls

BACKGROUND

At the request of Councilmember Millhouse, staff has researched the issue of freeway noise in the residential areas of the Carlsberg Specific Plan, and why no soundwalls were constructed either as part of the Carlsberg Specific Plan project, or the SR-23 freeway widening project.

DISCUSSION

An Environmental Impact Report (EIR) was prepared in 1990 for the original Carlsberg Specific Plan, and in 1993, a Subsequent Environmental Impact Report (SEIR) was prepared for an amendment to the Carlsberg Specific Plan, which set forth the current development patterns. Caltrans, in 2000, prepared an EIR for the widening of the SR-23 freeway now under construction.

The Final EIR prepared in 1990 for the original Carlsberg Specific Plan briefly addressed noise impacts upon future residents in the south east portion of the Plan area (the area now known as Tract 4975/Plan Area 'A'/RPD 98-3), by deferring noise studies to a future time and suggesting that Caltrans would construct a noise barrier in this area prior to occupancy. This mitigation measure would have been impossible to enforce, because Caltrans was not a party to the application. Caltrans' policy is to provide noise mitigation only when new Caltrans projects significantly affect sensitive land uses that exist when the noise study for the project is prepared. Otherwise, new developments built along existing highway corridors are required to mitigate noise on their own.

Most of the noise-related discussion in the 1993 Carlsberg SEIR focused on the impact of the Carlsberg project upon existing land uses. For example, how construction and traffic related noise would affect adjacent single family homes. The 1993 Carlsberg SEIR did, however, require additional acoustical analysis acceptable to the City with the submittal of the tentative tract maps for the residential area in the southeast corner of

the Specific Plan area (Tract 4975), in anticipation of the completion of the connection between the SR-118 and SR-23 freeways, and that "dwelling units shall be located outside of the projected 60 decibels, A-weighted (dB(A)) Community Noise Equivalency Level (CNEL) noise contour, with appropriate mitigation." Staff has not found any evidence that the acoustical analysis was prepared.

The Caltrans SR-23 freeway widening project has made them responsible for noise mitigation in certain locations along the route, depending on the existing land uses at the time of the noise study, the extent of the noise impact, and the ability for soundwalls to cost-effectively reduce noise by at least 5 decibels. Community Development staff discussed this issue with Caltrans staff; their policy and practice is that if the homes did not physically exist at this location at the time of their environmental review for the widening (2000), responsibility for sound mitigation rests with the developer. The homes in Tract 4975 were constructed after the EIR for the SR-23 freeway widening project was prepared.

Attached are two documents. First is an excerpt of pages from the Noise Analysis section of the Carlsberg Specific Plan SEIR. This shows the "future" (1996) noise contours for the project site and mitigation measures. Second is a project description from Caltrans with maps showing the location of proposed soundwalls, all of which are in Thousand Oaks, south of the vicinity of Pederson Road. The relevant sections of each document have been highlighted for ease of reading.

CONCLUSION

The construction of soundwalls in this area was a developer burden that should have been required at the time of approval, and constructed concurrently with the homes. Given the length of time since the homes were completed, it would not be reasonable to exercise this requirement at this time, either on the developer, or their successor, which is the Homeowner's Association.

STAFF RECOMMENDATION

Receive and file.



January 8, 2007

RECEIVED

Proposal File P1490-07

JAN 10 2007

CITY OF MOORPARK

Mr. Joseph Fiss
City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021

Subject: Proposed Acoustical Consulting Services, Freeway Sound Wall Study at the Northwest Corner of SR-23 at Tierra Rejada Road in Moorpark, CA

Dear Mr. Fiss:

We are pleased to propose the following scope of work, terms and conditions to provide acoustical consulting services for the above-mentioned project. This proposal, fully executed, constitutes an Agreement by and between The City of Moorpark ("Client") and Wieland Associates, Inc. ("Consultant") effective upon the date of execution by Client.

1 Scope of Work

1. We will meet with Client to discuss the project.
2. We will conduct a survey of the study area to identify the location and geometry of the noise-sensitive areas in the vicinity of the southbound SR-23 freeway northeast of Tierra Rejada Road, and to identify suitable noise measurement locations. We will determine the appropriate number of measurements to be obtained to adequately define the existing noise environment in the study area.
3. We will obtain continuous 24-hour and limited 20-minute noise measurements at residential locations in the vicinity of the freeway.
4. Concurrent with the noise measurements of Task 3, we will perform traffic counts using a video camcorder, and measure traffic speeds in order to calibrate the traffic noise model (TNM).
5. We will review the topographical data for the study area, and plans and profiles for the SR-23 freeway. It is understood that this information will be provided by Client.
6. Using the noise measurement data of Task 3, the traffic counts of Task 4, and the geometric data of Task 5, we will construct and calibrate a noise model for the freeway using TNM.
7. We will use the calibrated model of Task 6 to analyze the future traffic noise levels at residential locations in the vicinity of the freeway.



8. We will assess the impact of the future traffic noise levels relative to the City's exterior residential noise standard.
9. Where a significant impact is assessed, we will conduct an analysis as needed to identify the location and height of soundwall necessary to achieve compliance with the City's exterior residential noise standard.
10. We will prepare one copy of a draft report of findings for review by Client.
11. We will attend one meeting to discuss the findings of the study.
12. We will respond to one set of comments by Client.
13. We will prepare one copy of a final noise study that incorporates our response to comments.

2 Exclusions

It is expressly understood by Client that the following are specifically excluded from Consultant's scope of services under this Agreement, and Consultant shall not be held liable for the design, specification, recommendations associated with, implementation, or provision of:

1. Mitigation of noise from sources other than the traffic on SR-23 and the southbound offramp to Tierra Rejada Road.
2. Compliance of the project design with any noise standard or applicable guideline other than the standard expressly included in the Scope of Work. This exclusion includes compliance with the Caltrans/FHWA noise abatement criteria.
3. Preparation of additional reports pursuant to Caltrans' Protocol requirements.
4. Attendance at additional meetings (beyond the ones identified in the Scope of Work).
5. Surveying existing topography or soundwalls to determine heights and elevations.
6. Additional copies of the draft and final noise studies.

3 Responsibility for Construction

Consultant shall not be responsible for construction means, methods, schedules, procedures and sequences selected by Client nor for the Client's safety precautions or programs in connection with implementation of Consultant's recommendations. These rights and responsibilities are solely those of the Client in accordance with its contract documents. Consultant shall not be responsible for any acts or omissions of the Client, its subcontractors, any entity performing any portions of the work, or any agents or employees of any of them. Consultant does not guarantee the performance of Client and shall not be responsible for Client's failure to perform its work in accordance with the contract documents or any applicable laws, codes, rules or regulations.



4 Indemnification

Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants (collectively, "Consultant") against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the services performed under this Agreement, except for Consultant's negligence or willful misconduct.

5 Limitation of Liability

To the maximum extent permitted by law, Client agrees to limit Consultant's liability for Client's damages to the sum of \$50,000, or Consultant's fees, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

6 Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

7 Third Party Beneficiary

Nothing contained herein shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Consultant. Consultant's services under this Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claims against Consultant because of this Agreement or the performance or nonperformance of services hereunder.

8 General Provisions

1. All tasks will be completed in a professional manner according to standard practice.
2. Any alteration or deviation from the proposed tasks involving extra costs will be executed only upon authorization and will become an extra charge over and above the proposed fee.



3. All agreements are contingent upon strikes, accidents, or delays beyond our control.
4. The work effort and fee authorized as a result of this proposal are valid for 6 (six) months.

9 Fee

We propose to furnish consulting services in accordance with the above tasks and conditions for the following fee:

Tasks 1 through 13: \$16,250.00

Additional Consultation: Additional tasks conducted or expenses incurred at your request that are over and above those described in the Scope of Work will be invoiced on a time-and-expense basis per our Fee Schedule, a copy of which is attached and incorporated herein by this reference.

Project Changes: When significant changes to the project, or corrections to the information that you have provided, occur after your authorization to proceed and necessitate reiteration of work, or additional work (for example, additional analysis), the charges for such work will be invoiced as an additional fee.

Terms: Our terms are net 30 days. We bill on a monthly basis for work completed as of the invoice date.

10 Termination

Either party may terminate this Agreement with ten (10) days written notice. In the event of termination, Client shall pay Consultant for all services rendered and all reimbursable costs incurred by Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

11 Mediation

In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Client and Consultant agree to attempt to resolve such disputes, prior to instigating formal litigation or arbitration, as follows: (1) the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party; (2) if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal non-binding mediation.



This is the entire agreement between Client and Consultant, and there are no agreements, conditions, representations or understandings between us except as specifically set forth herein. If you wish to accept this proposal please return one signed copy of this document to our office.

Thank you for the opportunity to provide you with this proposal for acoustical consulting services. If you have any questions please feel free to call us at 949/474-1222.

Sincerely,

WIELAND ASSOCIATES, INC.

Roberta R. Wieland
President

David L. Wieland
Principal Consultant

I Hereby Acknowledge and Accept This Proposal:

[Please note: Signing this proposal indicates acceptance of our offer and creates a contract to be performed according *only* to the express scope of work, terms and conditions included herein. *If you intend to submit your own contract, this proposal must be signed and incorporated by reference into the contract.*]

Date: _____

Joseph Fiss,
Authorized Signer for The City of Moorpark



12 Fee Schedule

12.1 Labor

Wieland Associates bills for labor on an hourly basis per the following schedule:

Classification	Hourly Rate
Principal Consultant	\$120.00
Senior Consultant	\$95.00
Senior Associate Consultant	\$85.00
Associate Consultant	\$75.00
Technician	\$55.00
Graphic Artist	\$55.00
Word Processor	\$45.00

12.2 Expenses

All expenses are billed to the client at cost, plus 10%.

Mileage is invoiced at the rate of \$0.50 per mile.



12 January 2007

Mr. Joe Fiss
Principal Planner
City of Moorpark
799 Moorpark Ave
Moorpark, CA 93021

Subject: SR 23 Sound Wall Study
Proposal for Acoustical Consulting Services

Dear Joe,

Further to our recent telephone conversation, we are pleased to provide this proposal for acoustical consulting services.

It is our understanding that there have been inquiries from residents of housing Tract 4975, located northwesterly of the intersection of SR 23 and Tierra Rejada Road, relative to constructing a sound wall between the residences and the freeway in conjunction with the current Caltrans freeway widening project. It is also our understanding that Caltrans policy is that since these houses had not been constructed at the time that the environmental review for the widening project was conducted, Caltrans would not be responsible for noise mitigation measures.

As such, we understand that the City is considering funding construction of a sound wall if a noise study indicates that the wall would result in 'cost-effective' reduction of traffic noise levels in the community. We also understand that the City does not intend to utilize this noise study as the basis for legal action against Caltrans in an attempt to obtain State funding for construction of the wall.

Scope of Work

We propose the following scope of work:

1. Up to three visits to site to examine existing conditions and perform short-term measurements of noise due to traffic on SR 23 during representative peak and off-peak traffic conditions.
 - a. The first visit would include meeting with City staff at the site in order to agree upon appropriate locations for the noise measurements.
 - b. Measurements would be taken at up to six positions located along the easterly border of Tract 4975 having line of sight to the freeway; and at up to four additional positions located around the perimeter or within the tract, as deemed appropriate during the visits.
 - c. We note that the existing residential development is gated. Thus, City staff would have to arrange for access to the community and access to the 'service' road between the residences and the freeway in order to conduct the noise monitoring.

CC ATTACHMENT 3

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2. Review topographic plans of Tract 4975, and the existing and future SR 23 freeway configurations. These documents to be provided by City staff and/or Caltrans.
3. Obtain present traffic count (ADT) and hourly distribution of traffic data from Caltrans for the SR 23 freeway. Obtain projections for future traffic conditions on the freeway from Caltrans and/or City staff.
4. Prepare a computer model using FHWA TNM 2.5, based on the plans and traffic data, to evaluate existing and projected future traffic noise conditions at the easterly border of the existing residential community. The computer model could be configured to evaluate noise either in terms of CNEL, or hourly average (L_{eq}), as requested by City staff.
5. Meeting with City staff to discuss possible alignments for the sound wall(s).
6. Evaluate the acoustical performance of a maximum of three possible sound wall alignment configurations using TNM 2.5.
7. Prepare a draft report outlining our findings for review by City staff.
8. Meeting with City staff to discuss the draft report.
9. Prepare a final report incorporating Staff comments and/or requested revisions, where appropriate/necessary.

Exclusions

The Scope of Work does not include:

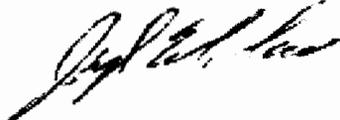
1. Assessment of noise impacts due to traffic on roadways other than SR 23.
2. Assessment of noise impacts due to construction of the highway improvements or due to construction of the sound wall.
3. Attendance at City Council, Planning Commission, etc., meetings.

Fee Proposal

Our professional fee for the above scope of work would be \$12,500.00 (twelve thousand five hundred dollars). Should attendance of Council or Commission meetings be requested, these would be considered an additional service and would be billed on a time and material basis.

We trust that the above scope of work and fee proposal meet with your approval and look forward to working with you on this project.

Yours Sincerely,
Newson Brown Acoustics LLC



Joseph W. Celano, P.E.

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