



10/6/25

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**SUBJECT: Proposal for Landscape Design Services for Blakey Park Feasibility Study, Westminster, CA**

Dear Adolfo,

The City of Westminster has identified Blakey Park as an important community resource, both for its recreational value and for its role in preserving the City's history through the Midway City Women's Club building and museum. To support the City's decision-making process regarding the future of this site, MIG proposes to prepare a series of feasibility studies that will allow staff and stakeholders to compare alternatives and determine the best path forward.

The proposed work will explore three potential directions: (1) assessing the existing Women's Club building and identifying improvements needed to extend its lifespan, (2) evaluating the feasibility of expanding the existing building to support enhanced programming, and (3) studying the option of constructing a new facility within Blakey Park that could provide expanded opportunities for community use and cultural preservation. Each scope will include project management, data collection, technical evaluation, and preparation of conceptual design materials and cost estimates.

Together, these studies will provide the City with a clear set of options, complete with conceptual layouts, preliminary cost information, and an understanding of opportunities and constraints for each path. This work is intended to guide future planning, funding, and community discussions regarding the long-term role of Blakey Park as a civic and cultural destination.

Contents of this proposal include a Scope of Services, Schedule, Project Team, and our Professional Fees.

**SCOPE OF SERVICES**

It is MIG's intent to produce a final work product that meets the objectives of Westminster in terms of staff participation, resource efficiency, design quality, budget control, and completion schedules. To ensure achievement of this goal, adjustments to this program can be made as needed. Based on the City's request, we are providing three separate scopes of work for consideration at Blakey Park.

## **SCOPE 1: EXISTING CONDITIONS STUDY – MIDWAY CITY WOMEN’S CLUB BUILDING**

### **Phase I – Project Data Collection and Project Management**

1. Review all pertinent data and information provided by the City including building plans (if available), as-builts, CAD files, utility information, and any records related to the building’s age, upgrades, or historic designations.
2. Conduct a desktop review (Google Earth, GIS, City records) to confirm site and building conditions, including access and circulation.
3. Prepare and manage a project schedule and coordination plan with City staff to ensure efficient communication and progress tracking.

### **Phase II – Existing Conditions Documentation**

1. Conduct a site visit to assess observable building and site conditions including ADA compliance, life safety, structural issues (as visible), building systems (lighting, HVAC, electrical as accessible), and general maintenance needs.
2. Identify character-defining features that may hold historical or cultural significance through documentation made available by the city. Evaluate site interface items such as adjacent landscaping, parking, fencing, and walkways.
3. Document all findings in an Existing Conditions Report, including photographs and narrative descriptions.

### **Phase III – Recommendations and Cost Estimates**

1. Develop prioritized recommendations for improvements, including near-term maintenance needs and long-term capital upgrades.
2. Provide a Rough Order of Magnitude (ROM) cost estimate for each category of recommended improvement.

### **Deliverables**

- Existing Conditions Report (with photos, observations, and recommendations).
- Rough Order of Magnitude (ROM) cost estimate for recommended improvements.

### **Meetings**

- One (1) project kickoff meeting with City staff (virtual).
- One (1) review meeting to present findings and recommendations (virtual or in person).

## **SCOPE 2: FEASIBILITY STUDY – EXPANSION OF EXISTING MIDWAY CITY WOMEN’S CLUB BUILDING**

### **Phase I – Project Data Collection and Project Management**

1. Review programming needs and anticipated uses of the expanded facility with City staff and stakeholders.
2. Collect and review available documentation including existing floor plans, site maps, and as-built drawings.
3. Manage project schedule, communications, and progress documentation in coordination with the City.

### **Phase II – Site and Building Constraints Analysis**

1. Evaluate potential locations for expansion based on site conditions, access, circulation, utilities, parking, and zoning/building code requirements.
2. Assess compatibility with the existing structure and landscape setting.
3. Identify any impacts to historic or cultural value of the existing building.

### **Phase III – Conceptual Expansion Options**

1. Develop conceptual floor plan(s) for the proposed building expansion reflecting agreed-upon program elements.
2. Prepare site plan showing expansion footprint, access, landscape interface, and parking impacts.
3. Explore sustainability and energy-efficiency opportunities for the expansion.
4. Provide a Rough Order of Magnitude (ROM) cost estimate for the expansion and related site improvements.

### **Deliverables**

- Conceptual floor plan(s) and site plan illustrating expansion option(s).
- ROM cost estimate for expansion and related site improvements.
- Summary report outlining programming needs, design assumptions, and feasibility considerations.

### **Meetings**

- One (1) project kickoff meeting with City staff (virtual).
- One (1) programming and design workshop with staff and stakeholders.
- One (1) review meeting to present conceptual options and cost estimate (virtual or in person).

## **SCOPE 3: FEASIBILITY STUDY – NEW BUILDING AT BLAKEY PARK**

### **Phase I – Project Data Collection and Project Management**

1. Confirm programming requirements for a new facility through consultation with City staff and stakeholders.
2. Review site-specific data including park boundaries, parking layout, utilities, zoning requirements, and any environmental or historical constraints.
3. Manage project milestones, communications, and schedule in coordination with City staff.

### **Phase II – Site Evaluation and Suitability Analysis**

1. Identify and evaluate potential building sites within Blakey Park, with primary focus on the existing parking lot.
2. Analyze impacts on circulation, parking, utilities, and compatibility with existing park amenities.
3. Consider visibility, access, and integration with the park's role as a cultural and recreational resource.

### **Phase III – Conceptual Site and Building Plans**

1. Prepare conceptual site plan for a new facility including building footprint, parking modifications, walkways, landscape integration, and utility needs.
2. Prepare conceptual floor plan for the new facility reflecting program needs.
3. Explore sustainability strategies including energy efficiency, water-wise landscaping, and low-maintenance infrastructure.
4. Provide a Rough Order of Magnitude (ROM) cost estimate for new facility construction and related site improvements.

### **Deliverables**

- Conceptual site plan showing new facility location, parking reconfiguration, circulation, and site improvements.
- Conceptual floor plan for the proposed new facility.
- ROM cost estimate for new facility and associated site improvements.
- Summary report outlining programming, design assumptions, and feasibility findings.

### **Meetings**

- One (1) project kickoff meeting with City staff (virtual).
- One (1) programming and design workshop with staff and stakeholders.

- One (1) review meeting to present conceptual site and floor plans and cost estimate (virtual or in person).

**Exclusions:**

The following services are not included in the scope of services identified in the proposal.

- Topo Survey
- Title Reports
- Potholing
- Arborist Review and Report
- 3D renderings, modeling/massings
- Historic Resource Evaluations
- CEQA Documentation
- Environmental Studies

**Assumptions:**

Project Management during the CD's assumes a design schedule of 1-2 months depending on the selected scope(s). An additional budget will be requested if the project design phase goes beyond 3 months.

**SCHEDULE**

The estimated project completion date would be 3 weeks from date of approved and signed contract.

**PROJECT TEAM**

For this project, **Donna Guitierrez**, Landscape Designer, will act as the **Project Manager** and will participate in the preparation of the existing conditions map. The map will be prepared in AutoCAD and delivered in PDF format.

**PROFESSIONAL FEES**

The fee has been based on the time required to prepare proposed landscape improvements, as described in our Scope of Services.

**Scope 1: Existing Conditions Study – Midway City Women’s Club Building**

<b>Phase I -</b> Project Data Collection and Project Management.....	\$5,810
<b>Phase II -</b> Existing Conditions Documentation.....	\$7,640
<b>Phase III-</b> Recommendations and ROM.....	\$5,380
<b>Scope 1 Subtotal .....</b>	<b>\$18,830</b>

**5% MIG Subconsultant Coordination & Direct Costs ..... \$725**  
**Scope 1 Total..... \$19,555**

**Scope 2: Feasibility Study – Expansion of Existing Midway City Women’s Club Building**

**Phase I - Project Data Collection and Project Management..... \$11,105**  
**Phase II- Site and Building Constraints Analysis .....\$6,810**  
**Phase III- Conceptual Expansion Options and ROM ..... \$20,230**

**Scope 2 Subtotal ..... \$38,145**  
**5% MIG Subconsultant Coordination & Direct Costs .....\$1,478**  
**Scope 2 Total..... \$39,623**

**Scope 3: Feasibility Study – New Building at Blakey Park**

**Phase I - Project Data Collection and Project Management.....\$6,335**  
**Phase II- Site Evaluation and Suitability Analysis .....\$8,410**  
**Phase III- Conceptual Site and Building Plans and ROM..... \$22,790**

**Scope 3 Subtotal ..... \$37,535**  
**5% MIG Subconsultant Coordination & Direct Costs .....\$1,378**  
**Scope 3 Total..... \$38,913**

**ADDITIONAL SERVICES**

Additional services not identified or included within this proposal will be billed, at the Client’s authorization, at the hourly rates indicated below.

MIG- hourly fee schedule for additional services\*

Principal ..... \$205/hour  
 Sr. Project Manager ..... \$170/hour  
 Project Manager/Landscape Architect..... \$150/hour  
 Project Manager ..... \$135/hour  
 Irrigation Designer ..... \$170/hour  
 Landscape Designer ..... \$145/hour  
 Senior Project Accountant..... \$175/hour  
 Administrative Staff ..... \$105/hour

\*These hourly rates will remain in effect through 2025.

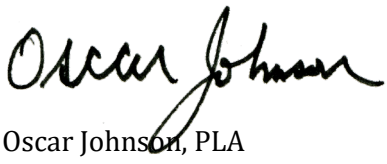
MIG's fees include all costs for transportation. Reproduction and delivery costs beyond what is outlined within the Scope of Services, are not included in the Professional Fees, and will be billed to the Client at cost plus 10%. If this proposal correctly reflects the services you desire, please

return a signed copy and we will proceed with MIG's contract or your executed contract, whichever you prefer.

Please see conditions in the following Appendix

Thank you for the opportunity to submit this proposal. If you have any questions or concerns, please feel free to contact me. 714-871-3638 x 4090. We look forward to working with you on this project.

Sincerely,



Oscar Johnson, PLA  
Landscape Architect CA #6481  
Principal

\_\_\_\_\_  
Approved by

\_\_\_\_\_  
Date

## APPENDIX

Appended to and part of Agreement for Professional Services between MIG, Inc. and City of Westminster dated 10-6-25 for Blakey Park. Void if not signed within 30 days.

### REIMBURSABLE COSTS:

The following costs shall be reimbursed at cost plus ten percent:

1. Cost of copies of drawings, specifications, reports and cost estimates; xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract.
2. Cost of commercial carrier and public transportation, lodging, car rental and parking, subsistence and out-of-pocket expenses. Private automobile travel at \$0.75 per mile.
3. Cost of postage and shipping expenses.
4. Long distance telephone and telefax charges.
5. Photographic services, film and processing.
6. Cost of models, special renderings, promotional photography, special process printing, special equipment, printed reports or publications, maps and documents approved in advance by The City of Westminster.
7. Fees for additional consultants retained with the approval of The City of Westminster.
8. Agricultural suitability soil testing as authorized by The City of Westminster.

### STATEMENTS:

Fees for Professional Services and Reimbursable Costs shall be invoiced upon completion of each scope of work as described in the proposal.

### ACCOUNTS:

The lump sum balance shall be invoiced upon delivery of plans as completed. Payment is due upon receipt of the invoice to MIG, Inc. at 800 Hearst Avenue, Berkeley, CA 94710. All payments are past due 30 days from invoice date.

### INDEMNIFICATION:

- A. MIG, Inc. shall indemnify and save harmless The City of Westminster against any and all loss, liability and damages arising out of any claim, suit or legal proceeding to recover damages for wrongful death, bodily injury, illness or disease, or injury to, or destruction of property resulting from the negligent or willful acts or omissions of MIG, Inc., its subcontractors, agents or employees.
- B. The City of Westminster shall indemnify and save MIG, Inc. harmless from and against any and all claims, losses, liabilities, actions, causes of action, expenses and costs of every kind, including legal fees and other costs of defense, arising directly or indirectly out of or resulting from:
  1. the negligent or willful acts or omissions of the City of Westminster, and their respective contractors, subcontractors, agents or employees.

2. Any hazardous substance, condition, element or material, or any combination of any hazardous substance, condition, element or material, or any combination of the foregoing, produced by the City of Westminster, or emitted intentionally or unintentionally from the property on which the project is located or from the facilities to be designed; or specifically required by the City of Westminster to be used or incorporated by MIG, Inc. into the work to be performed by MIG, Inc.. MIG, Inc. shall not be under any duty or obligation to investigate for the existence of such conditions and shall not be responsible for any failure to discover such conditions.
3. Failure of the City of Westminster to provide information or services required to be provided by them under the terms of this Agreement or from any inaccuracy, error or omission in such information or services.
4. Any claim of any kind whatsoever asserted by a Homeowner's Association formed for or associated with this project or any portion of this project.

**LIMITATION OF LIABILITY:**

The City of Westminster agrees to limit MIG, Inc.'s liability to the City of Westminster and to all construction contractors and subcontractors on the project, due to MIG, Inc.'s negligent acts, errors or omissions, such that the total aggregate liability of MIG, Inc. to all those named shall not exceed \$50,000 or MIG, Inc.'s total fee for services rendered on this project, whichever is greater.

**TERMINATION:**

These services may be terminated upon 10 days' written notice for good reason by either party. In this event, MIG, Inc. shall be compensated for all work performed prior to receipt of verbal or written termination notice at the rates described above.

**GOVERNMENT APPROVALS:**

Any changes or redrawing of plans or documents prepared by MIG, Inc. which result from changes to building architectural, structural, civil engineering, interior design, plumbing/fire sprinkler, electrical engineering, or the plans of other consultants outside the scope of MIG, Inc.'s services as outlined in the Proposal, required by a governmental or private agency having authority, shall be billed as an extra as described in the above Scope of Work.

Should any plans or documents within the scope of MIG, Inc.'s services as outlined in the Proposal be rejected, in whole or in part, by any governmental or private agency having authority, any changes or redrawing of the documents or plans necessary to comply with the requirements of said agency shall be done at the sole cost and expense of MIG, Inc. and are included in the services outlined in the Proposal.

**CERTIFICATE OF MERIT:**

The City of Westminster shall make no claim for professional negligence, either directly or by way of a cross complaint against MIG, Inc. unless The City of Westminster has first provided MIG, Inc.

with a written certification executed by an independent consultant currently practicing in the same discipline as MIG, Inc. and licensed in the state of California. This certification shall:

1. Contain the name and license number of the certifier.
2. Specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances.
3. State in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care.

This certificate shall be provided to MIG, Inc. not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

#### MEDIATION:

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, The City of Westminster and MIG, Inc. agree that all disputes between them arising out of or relating to this Agreement for Professional Services shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The City of Westminster and MIG, Inc. further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants to subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

#### ARBITRATION:

In the event the parties to this Agreement are unable to reach a settlement of any dispute arising out of the services under this Agreement, involving an amount of less than \$50,000, then such disputes shall be settled by binding arbitration by an arbitrator to be mutually agreed upon by the parties, and shall proceed in accordance with the rules of the American Arbitration Association then pertaining. If the parties cannot agree on a single arbitrator, then the arbitrator(s) shall be selected in accordance with the above-referenced rules.