

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.9  
(ID # 29072)

MEETING DATE:  
Tuesday, November 04, 2025

**FROM :** FACILITIES MANAGEMENT AND RIVERSIDE UNIVERSITY HEALTH SYSTEM -  
BEHAVIORAL HEALTH

**SUBJECT:** FACILITIES MANAGEMENT (FM) AND RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH: Riverside University Health System – Behavioral Health Rustin Emergency Flood Project - California Environmental Quality Act Exempt Pursuant to State CEQA Guidelines Section 15269 Emergency Projects Statutory Exemption, Section 15301 Class 1 Existing Facilities Categorical Exemption, and Section 15061 (b)(3) “Common Sense” Exemption; Declaration of Emergency, Ratify and Approve BluSky Restoration Purchase Order FMARC0000123711, Approval of In-Principle and Preliminary Development Project Budget; District 1. [\$1,000,000 – RUHS Behavioral Health General Fund 10000 (To be Reimbursed by Insurance)] (4/5 Vote Required)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Riverside University Health System – Behavioral Health Rustin Facility Emergency Flood (RUHS-BH Rustin Emergency Flood) Project for inclusion in the Capital Improvement Program (CIP);
2. Find that the RUHS-BH Rustin Emergency Flood Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15269 Emergency Projects Statutory Exemption, Section 15301 Class 1 Existing Facilities Categorical Exemption, and Section 15061 (b)(3) “Common Sense” Exemption;

Continued on page 2

**ACTION:4/5 Vote Required, Policy, CIP**

*Matthew Chang*  
Matthew Chang, Director

10/17/2025

*Vincent Yzaguirre*  
Vincent Yzaguirre


10/17/2025

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Gutierrez, seconded by Supervisor Medina and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: November 4, 2025  
xc: FM, RUHS-BH

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

**RECOMMENDED MOTION:** That the Board of Supervisors:

3. Find that an emergency, as defined by Section 1102 of the Public Contract Code, existed at the RUHS-BH Rustin Facility located at 2085 Rustin Avenue in Riverside, California, and authorize actions taken by the Director of Facilities Management to order any emergency repairs and enter into and administer all necessary agreements and documents that are necessary to respond to the emergency, pursuant to Riverside County Board of Supervisors Resolution 2003-23;
4. Approve a preliminary development project budget in the amount of \$1,000,000 for the RUHS-BH Rustin Emergency Flood Project;
5. Ratify and approve the emergency procurement Purchase Order FMARC0000123711 issued to BluSky Restoration Contractors, LLC (BluSky Restoration) for the emergency remediation services for the Project, without seeking competitive bids in the amount of \$981,240;
6. Authorize the use of RUHS Behavioral Health General Fund 10000 to be reimbursed by insurance, in the amount of \$1,000,000 for the Project, including reimbursement to Facilities Management (FM) for incurred emergency project related expenses not covered by insurance;
7. Authorize and direct the Director of Facilities Management, or designee, to return to the Board of Supervisors to ratify and report all emergency actions taken for the RUHS-BH Rustin Emergency Flood Project, pursuant to Board Policy B-11 and Chapter 2.5 of the California Public Contract Code Section 22050 et seq.; and,
8. Direct the Purchasing Agent to issue Purchase Orders in accordance with applicable Board policies to prequalified contractors in an amount not-to-exceed \$200,000 per vendor, per project, per year, or pursuant to an approved and executed contract, the total of all project contracts and purchase orders shall not exceed the approved project budget.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 1,000,000	\$ 0	\$ 1,000,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> RUHS Behavioral Health General Fund 10000 – 100% (To be Reimbursed by Insurance)			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2025/26	

**C.E.O. RECOMMENDATION:** [Approve]

**BACKGROUND:**

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

**Summary**

The Riverside University Health System, Behavioral Health, Rustin (RUHS-BH Rustin) facility is located at 2085 Rustin Avenue in Riverside. On September 25, 2025, the facility experienced flooding within the first-floor conference room due to a broken fire sprinkler line located above the ceiling. Facilities Management (FM) issued an emergency declaration pursuant to the authority delegated in Resolution 2003-23 by the Board of Supervisors (Board), allowing immediate action to procure contracts to provide emergency work without competitive bidding.

An approved remediation vendor was immediately procured to assess, mitigate, and remediate the flood damage that had occurred in a majority of the ground floor, and to prevent further damage within the facility. Failure to immediately address the flooding posed a clear and imminent danger to the health and safety of the clinics, customers, and staff.

The RUHS-BH Rustin facility sustained water damage in over 75% of the first-floor area, which included 1,500 square feet of ceiling and lighting, and 50,000 square feet of wall and flooring surfaces. The remediation vendor, BluSky Restoration, has mitigated the immediate flood by securing the damaged areas, removing the excess water, wet ceilings, insulation, drywall, flooring, furniture, and addressing the damaged Heating, Ventilation, and Air Conditioning (HVAC) system, electrical, and fire sprinkler system. BluSky continues to work on the remediation efforts, ensuring all environmental impacts have been addressed and the facility no longer poses an imminent danger to customers and staff.

FM recommends the Board approve the RUHS-BH Rustin Emergency Flood Project (Project) and the emergency Purchase Order issued to BluSky Restoration. FM will continue to manage and monitor the remediation and restoration efforts, working closely with County Risk Management, completing the Project documentation, and ensuring the Project meets code, health safety, and regulatory requirements. FM will return to the Board to ratify and approve all additional emergency actions taken which require Board approval pursuant to Board Policy B-11 and Chapter 2.5 of the California Public Contract Code Section 22050 et seq. and to report the final remediation and repair costs of the Project.

With certainty, there is no possibility that the RUHS-BH Rustin Emergency Flood Project may have a significant effect on the environment. The project is limited to an emergency response to provide maintenance and repairs associated with a water leak at the RUHS-BH Rustin Facility. The emergency repairs were to an existing public facility that were necessary to maintain services essential to the public and the actions were necessary to mitigate an emergency. The emergency maintenance and repairs were conducted within the existing facility and were performed to meet current standards of public health and safety. Therefore, the Project is exempt as the project meets the scope and intent of the Emergency Projects Statutory Exemption identified in Section 15269, "Common Sense" Exemption identified in Section 15061 (b)(3) and Class 1 Categorical Exemption identified in Section 15301. A Notice of Exemption will be filed by FM Staff with the County Clerk and the State Clearinghouse within five days of Board approval.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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**Impact on Residents and Businesses**

The RUHS-BH Rustin Emergency Flood Project will remediate the damage caused by the flood incident and restore the facility, in order for RUHS-BH to continue to provide the vital and necessary services to the residents, while ensuring the safety of the facility for clients and staff.

**Additional Fiscal Information**

The estimated \$1,000,000 costs associated with this Board action will be 100% funded by RUHS Behavioral Health General Fund 10000 to be reimbursed by Insurance, and are anticipated to be expended within FY 2025/26. Facilities Management will return to the Board with a report of the final expenses of the Project.

Attachments:

- Notice of Exemption for the Riverside University Health System – Behavioral Health Rustin Facility Emergency Flood Project
- B-11 Emergency Declaration for the RUHS Behavioral Health Rustin Facility Emergency Flood Project
- Purchase Order #FMARC\_0000123711 for BluSky Restoration Contractors, LLC

VY:TB:RM:TV

FM08410014915

MT Item #29072

G:\Project Management Office\FORM 11'S\FORM 11's\_In Process\29072\_D4 - 014915 - RUHS BH Rustin Facility Emergency Flood\_In-Princ & Prelim Proj Budget\_110425.doc

  
Melissa Curtis, Deputy Director of Purchasing and Fleet

10/16/2025

  
Evangelina Gregorio EO, Principal Mgmt Analyst

10/26/2025

  
Aaron Gettis, Chief of Deputy County Counsel

10/23/2025



# COUNTY OF RIVERSIDE

Purchasing and Fleet Services Department  
3450 14th Street, Suite 420  
Riverside, CA 92501  
Phone: (951) 955-4937  
Fax: (951) 955-3730

## PURCHASE ORDER

### Vendor Instructions

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>1. Packaging Slip showing P.O. number and contents must accompany each shipment.</li> <li>2. No charge for packaging or drayage will be allowed except when specified in order.</li> <li>3. No partial billings except when specified in the order.</li> <li>4. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS OF THIS ORDER. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE SELLER ARE REJECTED UNLESS EXPRESSLY ASSENTED TO IN WRITING BY THE BUYER.</li> </ol> | <ol style="list-style-type: none"> <li>5. MAIL INVOICE TO THE ADDRESS SHOWN BELOW. SHOW PURCHASE ORDER NUMBER AND ORDERING DEPARTMENT.</li> <li>6. Out of state vendors MUST show CA Board of Equilization Permit Number. Otherwise, sales tax will be deducted.</li> <li>7. IMPORTANT: Seller shall provide material safety data sheets for each product containing hazardous substances as listed by CA Dir. Ind. Rel. in CA Adm. Code, Title 8, Section 5194 and labor codes</li> <li>8. If work is to be carried out on county property, vendor shall call purchasing and ascertain amounts and types of insurance required and provide proof of insurance before beginning work</li> </ol> |
|--|---|

### FACILITIES MANAGEMENT

FM-Invoices@rivco.org  
Facilities Management Dept  
3450 14th Street, Suite 200  
Riverside CA 92501  
United States

Dispatch Via Email		
<b>Purchase Order</b> FMARC-0000123711	<b>Date</b> 2025-10-10	<b>Revision</b>
<b>Payment Terms</b> Net 30	<b>Freight Terms</b> FOB Destination, Freight Paid	<b>Ship Via</b> BEST WAY
<b>Buyer</b> Miranda Ulm	<b>Phone</b>	<b>Currency</b>

**Vendor:** 0000262800  
BluSky Restoration  
Contractors LLC  
9110 E Nichols Ave Ste 180  
Centennial CO 80112  
United States

**Ship To:** 6327-26000  
Facilities Management  
FM Purchasing Supply  
Svcs  
2991 Franklin Avenue  
Floor 1st  
Riverside CA 92507  
United States

**Attention:** Not Specified

**Bill To:** FM-Invoices@rivco.org  
Facilities Management  
Dept  
3450 14th Street, Suite  
200  
Riverside CA 92501  
United States

Tax Exempt? Line- Sch	Item/Description	Tax Exempt ID: Mfg ID	Quantity	UOM	Replenishment Option: Standard		Due Date
					PO Price	Extended Amt	
EA 1 - 1	Demolition, Sanitizing, and Equipment monitoring labor		1.00	EA	584000.00	584000.00	11/09/2025
					<b>Schedule Total</b>	<u>584000.00</u>	
EA 2 - 1	Equipment and materials for demolition and drydown (to include drying equipment, plastic, P.P.E, ETC.)		1.00	EA	119000.00	119000.00	11/09/2025
					<b>Schedule Total</b>	<u>119000.00</u>	
EA 3 - 1	Heavy Equipment rental: ( scissor lifts and material lifts)		1.00	EA	11000.00	11000.00	11/09/2025
					<b>Schedule Total</b>	<u>11000.00</u>	
EA 4 - 1	Fire Sprinkler repairs: (Labor and materials)		1.00	EA	81000.00	81000.00	11/09/2025
					<b>Schedule Total</b>	<u>81000.00</u>	
EA 5 - 1	Electrical: (Labor and materials)		1.00	EA	6000.00	6000.00	11/09/2025
					<b>Schedule Total</b>	<u>6000.00</u>	
EA 6 - 1	HVAC: (Labor only)		1.00	EA	12000.00	12000.00	11/09/2025
					<b>Schedule Total</b>	<u>12000.00</u>	

Authorized Signature



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 BluSky Restoration  
 Contractors LLC  
 9110 E Nichols Ave Ste 180  
 Centennial CO 80112  
 United States

**Ship To:** 6327-26000  
 Facilities Management  
 FM Purchasing Supply  
 Svcs  
 2991 Franklin Avenue  
 Floor 1st  
 Riverside CA 92507  
 United States

**Attention:** Not Specified

**Bill To:** FM-Invoices@rivco.org  
 Facilities Management  
 Dept  
 3450 14th Street, Suite  
 200  
 Riverside CA 92501  
 United States

Tax Exempt? Line- Sch	Item/Description	Tax Exempt ID: Mfg ID	Quantity	UOM	Replenishment Option: Standard		Due Date
					PO Price	Extended Amt	
EA 7 - 1	Contents crew: (Labor )		1.00	EA	101000.00	101000.00	11/09/2025
					<b>Schedule Total</b>		101000.00
EA 8 - 1	Contents Materials: ( to include boxes, tape, package paper, storage containers. Etc.)		1.00	EA	48000.00	48000.00	11/09/2025
					<b>Schedule Total</b>		48000.00
EA 9 - 1	Payment and Performance Bond		1.00	EA	19240.00	19240.00	11/09/2025
					<b>Schedule Total</b>		19240.00
<b>Item Total</b>						<u>584000.00</u>	

### PROJECT INFORMATION:

DIR PROJECT ID: 20250603836 for Certified Payroll Records (CPR) reporting  
 Contractor's DIR Registration: 1000599223  
 Contractor's License: 1005805  
 PWC-100 filed: 10/9/2025

Authorized Signature



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<b>Buyer</b>	<b>Phone</b>	<b>Currency</b>
Miranda Ulm		

<b>Vendor:</b> 0000262800 BluSky Restoration Contractors LLC 9110 E Nichols Ave Ste 180 Centennial CO 80112 United States	<b>Ship To:</b> 6327-26000 Facilities Management FM Purchasing Supply Svcs 2991 Franklin Avenue Floor 1st Riverside CA 92507 United States	<b>Attention:</b> Not Specified	<b>Bill To:</b> FM-Invoices@rivco.org Facilities Management Dept 3450 14th Street, Suite 200 Riverside CA 92501 United States
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<b>Tax Exempt?</b>	<b>Tax Exempt ID:</b>	<b>Quantity</b>	<b>UOM</b>	<b>Replenishment Option:</b> Standard	<b>PO Price</b>	<b>Extended Amt</b>	<b>Due Date</b>
<b>Line-Sch</b>	<b>Item/Description</b>	<b>Mfg ID</b>					

Project Name: Rustin flood remediation  
Project #: FM08410014915  
PR #: PR1170199  
County Project Manager: John Harden  
Project Site Address: 2085 Rustin Ave Riverside, CA 92507

This Purchase Order is being issued at the request of County of Riverside Facilities Management, for a Public Works project for the PMO division.

This project is in compliance with the Purchasing Policy Manual (most recent version) and PCC22032. BluSky estimate Mitigation dated 10/3/2025.

The Contractor shall furnish all labor, materials, parts, equipment, tools, supervision, services, transportation, waste disposal, facilities and other required items necessary to complete the following work in strict accordance with all of the Contract Documents.

**PREVAILING WAGES AND LABOR CODE REQUIREMENTS-**  
This is a public works project subject to compliance monitoring and enforcement by the California Department of Industrial Relations. The awarded bidder shall comply with all applicable provisions of the California State Labor Code regarding prevailing wages, Department of Industrial Relations Division of Apprenticeship Standards Labor and other requirements, including but not limited to Labor Code Sections 1771.4, 1773.1, 1774, 1775, 1776, 1777.5, 1813 and 1815.

Notice of Completion shall be finalized by the County Project Manager and provided to the Contractor and Purchasing. (Civil Code 9204)

Insurance Requirements: Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense,

**Authorized Signature**



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Miranda Ulm		

<b>Vendor:</b> 0000262800 BluSky Restoration Contractors LLC 9110 E Nichols Ave Ste 180 Centennial CO 80112 United States	<b>Ship To:</b> 6327-26000 Facilities Management FM Purchasing Supply Svcs 2991 Franklin Avenue Floor 1st Riverside CA 92507 United States	<b>Attention:</b> Not Specified	<b>Bill To:</b> FM-Invoices@rivco.org Facilities Management Dept 3450 14th Street, Suite 200 Riverside CA 92501 United States
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	<b>Mfg ID</b>	
	<b>Quantity</b>	
	<b>UOM</b>	

the following insurance coverages during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. In regards to Worker's Compensation, the policy shall be endorsed to waive subrogation in favor of The County of Riverside.

Insurance requirements and limits as applicable to the project referenced can be found on the Risk Management website at: <http://riskmgmt.rc-hr.com/ContractLanguage/StandardContractLanguage.aspx>

Applicable payment and performance bonds for projects exceeding \$25,000 (Civil Code 9550) as well as endorsed certificates of insurance must be received prior to start of project. Collecting bonding documentation and insurance is the responsibility of the PCS and/or County Project Manager prior to issuance of PO. If this PO is received and the above responsibilities have not been met, contact the County Project Manager and/or PCS.

CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by

Authorized Signature



# COUNTY OF RIVERSIDE

Purchasing and Fleet Services Department  
3450 14th Street, Suite 420  
Riverside, CA 92501  
Phone: (951) 955-4937  
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	<b>PO Price</b>	<b>Extended Amt</b>
		<b>Due Date</b>

CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

PAYMENT TERMS: - For calculating due dates for payment term, the County will use either date that the invoice is received by the County or the date the goods/services are received, whichever is later.

Electronic invoices and payment inquiries can be sent to: FM-Invoices@rivco.org

TO ENSURE PROMPT PAYMENT THE PURCHASE ORDER NUMBER MUST BE REFERENCED ON ALL INVOICES & DOCUMENTS.

In the Event of contradiction, between the County's and the Seller's conditions, the County's conditions shall prevail.

To view County's Terms and Conditions, please refer to <http://www.purchasing.co.riverside.ca.us>

Authorized Signature



# COUNTY OF RIVERSIDE

Purchasing and Fleet Services Department  
3450 14th Street, Suite 420  
Riverside, CA 92501  
Phone: (951) 955-4937  
Fax: (951) 955-3730

## PURCHASE ORDER

### Vendor Instructions

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>1. Packaging Slip showing P.O. number and contents must accompany each shipment.</li> <li>2. No charge for packaging or drayage will be allowed except when specified in order.</li> <li>3. No partial billings except when specified in the order.</li> <li>4. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS OF THIS ORDER. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE SELLER ARE REJECTED UNLESS EXPRESSLY ASSENTED TO IN WRITING BY THE BUYER.</li> </ol> | <ol style="list-style-type: none"> <li>5. MAIL INVOICE TO THE ADDRESS SHOWN BELOW. SHOW PURCHASE ORDER NUMBER AND ORDERING DEPARTMENT.</li> <li>6. Out of state vendors MUST show CA Board of Equilization Permit Number. Otherwise, sales tax will be deducted.</li> <li>7. IMPORTANT: Seller shall provide material safety data sheets for each product containing hazardous substances as listed by CA Dir. Ind. Rel. in CA Adm. Code, Title 8, Section 5194 and labor codes</li> <li>8. If work is to be carried out on county property, vendor shall call purchasing and ascertain amounts and types of insurance required and provide proof of insurance before beginning work</li> </ol> |
|--|---|

### FACILITIES MANAGEMENT

FM-Invoices@rivco.org  
Facilities Management Dept  
3450 14th Street, Suite 200  
Riverside CA 92501  
United States

Dispatch Via Email		
<b>Purchase Order</b> FMARC-0000123711	<b>Date</b> 2025-10-10	<b>Revision</b>
<b>Payment Terms</b> Net 30	<b>Freight Terms</b> FOB Destination, Freight Paid	<b>Ship Via</b> BEST WAY
<b>Buyer</b> Miranda Ulm	<b>Phone</b>	<b>Currency</b>

**Vendor:** 0000262800  
BluSky Restoration  
Contractors LLC  
9110 E Nichols Ave Ste 180  
Centennial CO 80112  
United States

**Ship To:** 6327-26000  
Facilities Management  
FM Purchasing Supply  
Svcs  
2991 Franklin Avenue  
Floor 1st  
Riverside CA 92507  
United States

**Attention:** Not Specified

**Bill To:** FM-Invoices@rivco.org  
Facilities Management  
Dept  
3450 14th Street, Suite  
200  
Riverside CA 92501  
United States

Line- Sch	Item/Description	Tax Exempt? Mfg ID	Quantity	UOM	Replenishment Option: Standard PO Price	Extended Amt	Due Date
	*116-200 General Conditions						
	*116-210 General Conditions-Materials and/or Services						
	*116-230 General Conditions-Equipment						

The County reserves the right to cancel the unexpended balance of this order at any time.

\*This service was processed under Board Policy B11 Emergency section and is exempt from bidding requirements. Email confirming emergency action is attached. Emergency action does not negate the payment and performance bonding and/or DIR project registration. This is the responsibility of the Project Manager.

Approved By:

Miranda Ulm  
Procurement Contract Specialist  
951-358-6743  
mulm@rivco.org

**Total PO Amount** 981240.00

Authorized Signature



---

To: Vincent Yzaguirre, Director of Facilities Management  
From: Stacey Phillips, Deputy Director of Maintenance  
Date: September 25, 2025  
Subject: Emergency Flood Mitigation – RV1082

On September 25, 2025, at approximately 5:20 PM, a significant flooding incident occurred in the first-floor conference room of the 2085 Rustin, Riverside (RV1082) facility. The flooding was caused by a broken fire sprinkler pipe located in that room. As a result, substantial damage was sustained throughout the facility, including approximately three-quarters of the first floor, 1,500 square feet of ceiling and lighting, and 50,000 square feet of wall and flooring surfaces. This facility houses essential Behavioral Health services and supports a variety of public-facing clinics and programs. Due to the extent of the damage and the critical nature of the services provided, immediate mitigation and restoration efforts are necessary to ensure continuity of care and operations. The emergency declaration will not permit a delay and allow work to continue immediately with solicitation for bids.

Therefore, with this memorandum, the Director of Facilities Management, Vincent Yzaguirre, is declaring this to be an emergency pursuant to County of Riverside Board Policy B-11, Section IV *Emergency Action* which states in part:

In the case of emergency (as defined by Public Contract Code Section 1102, "...[which] means a sudden, unexpected occurrence that poses a clear And imminent danger, requiring immediate action to prevent or mitigate the loss Of impairment of life, health, property, or essential public services").

The procurement of necessary equipment, services, and supplies made under this declaration of emergency shall only be for the purpose of meeting the needs created by the emergency and shall be subject to the requirements and reporting procedures described in Chapter 2.5 of the California

**Facilities Management**

3450 14<sup>th</sup> Street, Suite 200  
Riverside CA 92501  
Main Line: 951.955.3345 Fax: 951.955.4828  
Facilities Emergency 24-Hour Line: 951.955.4850

**Project Management Office  
Maintenance & Custodial  
Real Estate & Parking  
Administration  
Energy**

Public Contract Code, commencing with Section 22050. Upon utilization of this authority a report will be made to the Board for ratification of all actions which exceed contractual authority of the Director of Facilities Management or the County Purchasing Agent.

**Emergency Declaration Requested & Approved By:**

  
Deputy Director Maintenance

9/29/25  
Date

  
Director of Facilities Management

9/29/25  
Date

**Riverside County**  
**Facilities Management**  
3450 14<sup>th</sup> Street, Riverside, CA 92501

## NOTICE OF EXEMPTION

October 8, 2025

**Project Name:** Riverside University Health System – Behavioral Health (RUHS-BH) Rustin Emergency Flood Project, Riverside

**Project Number:** FM08410014915

**Project Location:** 2085 Rustin Avenue, north of Spruce Street, Riverside California; 92507 Assessor’s Parcel Number (APN): 249-140-032

**Description of Project:** RUHS-BH Rustin Facility is located at 2085 Rustin Avenue in Riverside, California, 92507. On September 25, 2025, the facility experienced flooding within the first floor conference room due to a broken fire sprinkler pipe located within the room. Facilities Management (FM) issued an emergency declaration pursuant to the authority delegated in Resolution 2003-23 by the Board of Supervisors (Board), allowing immediate action to procure contracts to provide emergency work without competitive bidding. BluSky was procured to remediate the and assess the water damage to the facility. Failure to immediately address the flooding poses a clear and imminent danger to the health and safety of the patients, customers and staff.

The RUHS-BH Rustin facility sustained water damage within 3/4 of the first floor, which included 1,500 square feet of ceiling and lighting and 50,000 square feet of wall and flooring surfaces. BluSky continues to work on the Project assuring all environmental impacts have been addressed and no longer poses an imminent danger to patients, customers and staff. The remediation of the flood damage is identified as the proposed project under the California Environmental Quality Act (CEQA). The operation of the facility will continue to provide public services and will not result in a change or expansion of existing use. No additional direct or indirect physical environmental impacts are anticipated.

**Name of Public Agency Approving Project:** Riverside County Facilities Management


**Name of Person or Agency Carrying Out Project:** Riverside County Facilities Management

**Exempt Status:** State California Environmental Quality Act (CEQA) Guidelines, Section 15269 Emergency Projects Statutory Exemption; Section 15301 Existing Facilities Exemption; 15061(b) (3), General Rule or “Common Sense” Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061, 15269, and 15301.

**Reasons Why Project is Exempt:** The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project include unusual circumstances which could have the possibility of having a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the flood remediation at the RUHS-BH Rustin facility.

- Section 15269 (b)(c) -Emergency Projects:** This statutory exemption consists of emergency projects that are exempt under CEQA. Under (b), emergency repairs to publicly or privately owned service facilities necessary to maintain service essential to the public health, safety or welfare are exempt. Under (c), specific actions necessary to prevent or mitigate an emergency are exempt. The flood remediation at the RUHS-BH Rustin facility satisfies both of these conditions, as the facility is an essential public facility that provides health and medical services to those in need. The flood posed a risk to contamination that could have potentially resulted in the loss of the facility's ability to provide critical health services to the public. Emergency remediation was required to avoid a threat to the public health, safety and welfare. In addition, the risk of contamination necessitated immediate action in the form of remediation to maintain public health, as people in medical facilities contain sensitive populations, including the sick and elderly, who are more susceptible to threats to public health. Therefore, the project is exempt as it meets the scope and intent of the Statutory Exemption identified in Section 15269, Article 18, Statutory Exemptions of the CEQA Guidelines.
- Section 15301 (b)-Existing Facilities:** This Class 1 categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to flood remediation at the RUHS-BH Rustin facility. The use of the facility would continue to provide public services and would not result in a significant increase in capacity or intensity of use. Therefore, the project is exempt as it meets the scope and intent of the Categorical Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed flood remediation at the RUHS-BH Rustin facility will not result in any direct or indirect physical environmental impacts. The improvements would occur within existing facility, would not alter the footprint and is being completed to create a compliant and functional facility. The use of the facility for public services would remain unchanged. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

**Signed:**  **Date:** 10-8-2025

Mike Sullivan, Senior Environmental Planner  
County of Riverside, Facilities Management



October 15, 2025

BluSky Restoration Contractors, LLC  
Attn: Joe Perez  
21800 barton Rd  
Grand Terrace, CA 92313

VIA FEDERAL EXPRESS

RE: TYPE OF BOND: Performance & Payment  
BOND NO.: 800207574  
OBLIGEE: County of Riverside  
PROJECT: Mitigate & Remediate the Emergency Flood Damages at  
2085 Rustin Ave, Riverside, CA 92507  
BOND AMT: \$981,240.00

We are pleased to enclose the bond requested. The bond issued was based upon the information provided and the bonds and Powers-of-Attorney were left blank as we have not received a copy of the contract. Please date our Powers-of-Attorney and bonds to coincide with the agreement date. Please forward us a copy of the contract and bonds once they have been approved and dated by the Owner/Obligee.

We suggest you check all the documents enclosed, including the Power of Attorney, signatures, dates, amounts, description, and any other attachments. Please verify that the bond form attached is the form required and be sure to execute the bond with the proper signature and seal.

Thank you and please call me should you have any questions.

Sincerely,

Shanna Walker  
Attorney-in-Fact

**COUNTY OF RIVERSIDE PURCHASING AND FLEET SERVICES  
PUBLIC WORKS (Projects Over \$25,000)**

**PERFORMANCE BOND**

Page 1 of 3

(Public Work – Public Contract Code Section 20129 (b))

WHEREAS, the County of Riverside ("County") on \_\_\_\_\_, 2025, has awarded Construction Contract Number: PR\_L1170199\_001 ("Contract") to the undersigned BluSky Restoration Contractors, LLC \_\_\_\_\_, as Principal ("Principal") to perform the work ("Work") for the following project; \_\_\_\_\_\*, which Contract is by this reference hereby incorporated herein and made a part hereof;

WHEREAS, said Principal is required by the Contract and/or by California Public Contract Code, Section 20129 (b) to furnish a performance bond for the faithful performance of the Contract;

NOW THEREFORE, we, the Principal and Atlantic Specialty Insurance Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Nine Hundred Eighty One Thousand Two Hundred Forty and No/100 Dollars (\$ \_\_\_\_\_\*\*), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors or assigns approved by County, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by County, with or without notice to Surety thereof (including, without limitation, the obligation for Principal to pay liquidated damages), all obligations during the period of any warranties and guarantees required under the Contract and all other obligations otherwise arising under the terms of the Contract (such as, but not limited to, obligations of indemnification), all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

\* Mitigate and Remediate the Emergency Flood Damages at 2085 Rustin Ave. Facility - Project No. FM08410014915 - EV No. 0000123711

\*\*\* \$981,240.00

**COUNTY OF RIVERSIDE PURCHASING AND FLEET SERVICES  
PUBLIC WORKS (Projects Over \$25,000)**

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**PERFORMANCE BOND**

Page 2 of 3

Whenever Principal shall be, and is declared by County to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by County or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by County as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined); subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by County under the Contract and any modifications thereto, less the amount previously paid by County to the Principal and less amounts that County is authorized to withhold under the terms of the Contract.

If County determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of County and applicable laws. Unless otherwise approved by County, in the exercise of its sole and absolute discretion, Surety shall not utilize Principal in completing performance of the Work.

No right of action shall accrue on this bond to or for the use of any person or entity other than County or its successors or assigns.

In the event any legal proceeding or arbitration is brought upon this bond by County and judgment or award is entered in favor of County as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the County.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

COUNTY OF RIVERSIDE PURCHASING AND FLEET SERVICES  
PUBLIC WORKS (Projects Over \$25,000)

PERFORMANCE BOND

Page 3 of 3

BluSky Restoration Contractors, LLC  
(Firm Name – Principal)

9110 East Nichols Avenue  
Centennial, CO 80112

(Business Address)

By   
(Original Signature)

PROJECT DIRECTOR  
(Title)

Affix Seal if Corporation

Atlantic Specialty Insurance Company  
(Corporation Name – Surety)

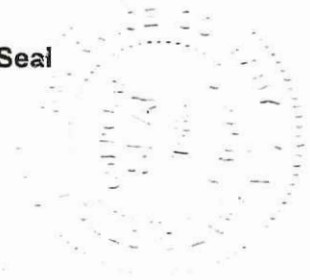
605 Highway 169 North, Suite 800  
Plymouth, MN 55441

(Business Address)

By   
(Signature – Attached Notary's Acknowledgment)

Shanna Walker  
ATTORNEY-IN-FACT  
(Title-Attach Power of Attorney)

Affix Corporate Seal



Note: Notary acknowledgment of signatures of Bidder and Surety, and Surety's Power of Attorney, must be included or attached.

**COUNTY OF RIVERSIDE PURCHASING AND FLEET SERVICES  
PUBLIC WORKS (Projects Over \$25,000)**

**PAYMENT BOND**

Page 1 of 2

(Public Work - Civil Code Sections 9550 et seq.)

WHEREAS, the County of Riverside ("County") on \_\_\_\_\_, 2025, has awarded Construction Contract Number: **PR** \* ("Contract") to the undersigned BluSky Restoration Contractors, LLC \_\_\_\_\_, as Principal ("Principal") to perform the work ("Work") for the following project \*\* \_\_\_\_\_ .

WHEREAS, said Principal is required by the Contract and/or by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 9550) of the California Civil Code to furnish a payment bond in connection with the Contract;

NOW THEREFORE, we, the Principal and Atlantic Specialty Insurance Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Nine Hundred Eighty One Thousand Two Hundred Forty and No/100 Dollars (\$ \*\*\*\*), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors, or assigns approved by County, or its subcontractors, of any contracting tier, shall fail to pay any person or persons named in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth, and also will pay to the prevailing party if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9564.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

\* L1170199\_001

\*\* Mitigate and Remediate the Emergency Flood Damages at 2085 Rustin Ave. Facility - Project No. FM08410014915 - EV No. 0000123711

\*\*\* \$981,240.00

**COUNTY OF RIVERSIDE PURCHASING AND FLEET SERVICES  
PUBLIC WORKS (Projects Over \$25,000)**

**PAYMENT BOND**

Page 2 of 2

Surety is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by County or Principal.

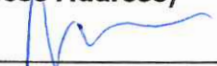
Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

BluSky Restoration Contractors, LLC  
**(Firm Name – Principal)**

**Affix Seal if Corporation**

9110 East Nichols Avenue  
Centennial, CO 80112

**(Business Address)**

By   
**(Original Signature)**

PROJECT DIRECTOR  
**(Title)**

Atlantic Specialty Insurance Company  
**(Corporation Name – Surety)**

**Affix Corporate Seal**

605 Highway 169 North, Suite 800  
Plymouth, MN 55441

**(Business Address)**

By   
**(Signature – Attached Notary's Acknowledgment)**

Shanna Walker  
**ATTORNEY-IN-FACT**  
**(Title-Attach Power of Attorney)**



Note: Notary acknowledgment of signatures of Bidder and Surety, and Surety's Power of Attorney, must be included or attached.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**Civil Code § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of Colorado )  
 ) ss  
County of Denver )

On October 15th 2025, before me, Sheila J. Montoya, personally appeared Shanna Walker, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SHEILA J MONTOYA  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19984003979  
MY COMMISSION EXPIRES FEBRUARY 27, 2026

(Seal)

Signature:   
Sheila J. Montoya



# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Anuj Jain, Jessica Jean Rini, Kristen L. McCormick, Mona D. Weaver, Shanna Walker, Sheila J. Montoya**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.


This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

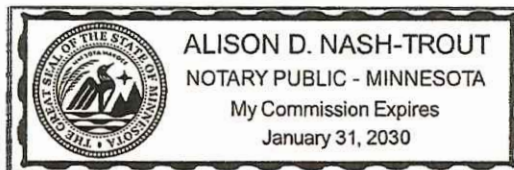
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

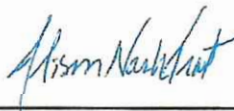


STATE OF MINNESOTA  
HENNEPIN COUNTY

By   
Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 15th day of October, 2025.

This Power of Attorney expires  
January 31, 2030



  
Kara L.B. Barrow, Secretary