July 21, 2026

Engineering Inspections and Restoration Services LLC
Mr. Art Fleahman
5901 Sun Blvd. Suite 207
St. Petersburg, FL 33715

Via Email: art@eirsflorida.com

RE: Termination Notice – Flood Barriers, Contract No. 25-0689-ITB (effective December 16, 2025)

Dear Mr. Fleahman:

The County issued a Cure Notice on May 4, 2026, from which Engineering Inspections and Restoration Services LLC ("EIRS") had thirty (30) calendar days to remedy the contract deficiencies stated therein. As EIRS has failed to cure the issues by the deadline set, this letter serves as formal notice that EIRS is in breach of contract based on EIRS' failure to comply with the terms and conditions of the Agreement.

On February 24, 2026, the County issued a cure notice when EIRS failed to honor their original bid price. EIRS attempted to renegotiate pricing by seeking to use the County's discretionary contingency funding to raise the proposed project total soon after being awarded. EIRS was advised that contingency funding is only allocated for additional doors/locations and unforeseen conditions to be approved in writing at the County's sole discretion, not as a means for additional compensation. Per the terms of the solicitation, EIRS had to certify that the compensation submitted is accurate, complete and current at the time of contracting.

EIRS then tried to impose additional payment conditions not contained in the agreement through email communications with Bryan Rivera on March 4th. These additional payments terms were not only contrary to the original agreement terms, but a unilateral attempt to alter the parties' contractual obligations. The emails exchanged do not amount to an amendment of the contract, as the emails were not a mutual written agreement made by the parties. Moreover, Bryan Rivera does not have the authority to bind the County, nor did he obtain the necessary approvals to do so, and as such cannot amend the contract on behalf of the County. *County of Brevard v. Miorelli Eng'g,* 703 So. 2d 1049 (1997).

Given the County's position and EIRS' failure to honor the agreed upon terms, the County does not agree to a mutual full and complete release. Therefore, in accordance with Section 14 ("Termination"), subsection A. 3. ("Termination for Cause by the COUNTY") of the subject agreement, the agreement is effectively terminated on July 21, 2026, and the County may pursue any remedies at law or in equity that may be available.

As EIRS has been formally declared in breach of contract which has resulted in termination, pursuant to County Code Section 2-161(b)(1)(a), EIRS is suspended from participating in future County solicitations for a period of two years.

Sincerely,

Merry Celeste
Purchasing Division Director
Office of Management and Budget

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