



Exhibit 5

TALLAHASSEE | FORT LAUDERDALE

BRADLEY S. COPENHAVER
BCOPENHAVER@VLPLW.COM

April 22, 2020

Via Email (tjh@hendersonfirm.net)

Thomas J. Henderson
700 Pennsylvania Avenue SE
Suite 300
Washington, DC 20003

Re: Pensacola Bay (3 Mile) Bridge ("Project")
NOTICE OF TERMINATION

Dear Mr. Henderson:

Atlantic Meridian Contracting Corporation ("AMC") has defaulted under its Project subcontract and AMC failed to cure in the time allotted. In fact, during the 5 day cure period, AMC did no onsite demolition work whatsoever. Pursuant to Article 10 of the Project subcontract, AMC's Project subcontract is now terminated. The termination letter to AMC is attached as Exhibit "A."

For your reference, we offer the following overview of the reasons for the termination of AMC's Project subcontract:

AMC has failed to progress its work in accordance with the project schedule.

As shown in AMC's October 24, 2019 Schedule, AMC committed to remove the fender system and cofferdam cell at Piers 1S and 1N in the following time frames:

- Completely demolish two North (East) cofferdam cells in 10 days from November 18, 2019 to November 28, 2019;
- Completely demolish two South (West) cofferdam cells in 10 days from November 29, 2019 to December 9, 2019.

Despite AMC's commitment, AMC ultimately caused an 82 calendar day delay to a 10 day activity. This delay, and the subsequent removal of Piers 1S and 1N have delayed Skanska's access to build Piers 51 and 52, which are critical to the project schedule. As of February 5, 2020, AMC had been onsite for 45% of its total allotted schedule time and this work represents AMC's entire accomplishment, accounting for just 2.5% of its contract value.

AMC also committed to the removal of the pile caps and pile removal at Piers 17S and 16S in 45 days, or 2.3 days per pier. In its December 10, 2019 recovery schedule, AMC committed to remove Pier 17S and 16S caps and associated piles in 3 days per pier.

Pier 17S cap was made available to AMC on March 9, 2020 as requested by AMC, but AMC failed to commence work at this location until March 16, 2020 – and only after written notice by Skanska. Additionally, as of today, Pier 17S piles have not been removed, representing a 39 day ongoing delay to a 3 day activity, and Pier 16 pile cap and piles have not been removed, representing a 36 day ongoing delay to a 3 day activity.

Finally, despite issuance of a notice to cure, AMC has not performed any demolition work on the Project for the past two weeks.

AMC failed to complete any element of its work in accordance with the contract requirements.

For example, none of the four cofferdam cells have been completely removed at Piers 1S and 1N. While three cofferdam cells have been substantially removed, AMC left them at an elevation above contract requirements. The fourth cell is still standing above the waterline. AMC's work in these areas remain incomplete.

Similarly, neither Pier 17S nor Pier 16S has been removed to an extent that allows access to successor work by Skanska to commence. Pier 17S pile cap has been removed, but no piles have been removed and a substantial amount of debris has been left at the bay bottom. Pier 16S pile cap and piles have not been removed.

AMC failed to submit Work Plans and provide the required resources.

Despite repeated requests, AMC has failed to submit Work Plans for demolition of Pier 1S and 1N foundations, or Piers 17S and 16S piles. These Work Plans are required to be approved by the Project prior to the commencement of any work activity. Moreover, AMC does not have the necessary equipment on the Project to remove these structures.

AMC misrepresented its company financials.

Despite AMC's commitment to provide an Irrevocable Letter of Credit in the amount of \$3,800,993, AMC subsequently advised that the maximum amount for which a Letter of Credit could be provided could be only 10% of the contract value or \$380,000. And, although an emailed copy of this LOC was provided, UP Community Fund has declined to send the requisite paper copy.

In short, the default declaration was justified by AMC's poor performance and the termination was warranted in light of AMC's failure to cure. Pursuant to 49 CFR 26, FDOT has no issue with AMC's termination. Skanska reserves all rights, and will contact AMC with a final Project accounting once the impacts of AMC's defaults have been realized and calculated.

Mr. Thomas J. Henderson
April 22, 2020
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In the interim, should you have any questions regarding the foregoing, please do not hesitate to contact me.

Sincerely

A handwritten signature in blue ink, consisting of a large, stylized 'B' followed by a long horizontal stroke.

Bradley S. Copenhaver
Vezina Lawrence & Piscitelli, P.A.



Via FedEx Overnight Delivery and Email
042299
Letter – AMC – 0017

April 22, 2020

Kenneth Canty
Atlantic Meridian Contracting Corporation
1101 Chatham Parkway
Building E2
Savannah, Georgia 31408

Re: Pensacola Bay (3 Mile) Bridge (“Project”)
NOTICE OF TERMINATION

Dear Mr. Canty:

Following the April 7, 2020 Notice of Default, Atlantic Meridian Contracting Corporation (“AMC”) has failed to cure its defaults.

Pursuant to Article 10 of the Project subcontract, AMC’s Project subcontract is now terminated.

AMC is directed to immediately surrender all equipment located on the Project site to Skanska’s custody and control such that Skanska may utilize such equipment to complete AMC’s scope of work. This equipment specifically included, but is not limited to:

Barge JMC188, Skanska will remove stone from this barge.
Barge JMC 232, Skanska will remove material from this barge.

Skanska reserves all rights, and will contact AMC with a final Project accounting once the impacts of AMC’s defaults have been realized and calculated.

Sincerely,

Respectfully,
Skanska USA Civil Southeast Inc.

Thomas J. Fulton, P.E.
Project Director

Cc: Brian Stieritz, Executive Vice President (Skanska)
Steven Lunsford, Assistant Legal Counsel (Skanska)
Kosal Sarou, Southeast DBE and Ethics Compliance Officer (Skanska)