Filing # 108896138 E-Filed 06/15/2020 11:19:10 PM Exhibit 6



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April 15, 2020

VIA ELECTRONIC MAIL Steven Lunsford Assistant Legal Counsel Skanska USA Civil 295 Bendix Rd, Suite 400 Virginia Beach, Virginia 23452 Steven.Lunsford@skanska.com

> Re: Atlantic Meridian Contracting Corporation SR 30 (US 98) Pensacola Bay Bridge Replacement of Bridge No. 480035 Contract No.: E3N51

Mr. Lunsford:

Please be advised that I represent Atlantic Meridian Contracting Corp. (AMC). As you are aware, in a Notice of Default dated April 8, 2020, from Thomas J. Fulton P.E., Project Director, Skanska USA Civil Southeast, Inc., Skanska is attempting to terminate AMC's subcontract in the above project and its participation as a Disadvantaged Business Enterprise (DBE) in this contract. The Notice of Default is premised on various allegations that AMC has been unable to perform and progress the work under the subcontract in a March 26, 2020 letter from Mr. Fulton with the subject Adjustment of AMC's Scope of Work and Contract Price.

AMC has responded to the Notice of Default in a letter dated April 15, 2020, prepared in only five days after the notice, which is attached. In this letter, AMC points out that a number of the assertions in the March 26, 2020 letter are incorrect and inaccurate and, to the extent that AMC has experienced delays and been put in a negative cash flow posture, those conditions are a result of factors beyond the control of AMC. These factors include encountering differing site conditions which required substantial additional time and expense to AMC without any adjustment to its compensation or schedule, which Skanska insisted AMC complete, while failing to timely raise the issue with FDOT. After Skanska acknowledged that there were differing site conditions and finally addressed the issue with FDOT, FDOT first denied the claim as untimely and later because it contends there are no differing site conditions because Skanska was provided drawings regarding conditions at the site. Those drawings, however, were not provided by Skanska to AMC. FDOT has now advised Skanska and AMC that they may proceed with a formal claim for the differing site conditions.

AMC's response also identifies as additional factors that have delayed AMC's work and created cash flow problems: delays in the schedule of work caused by Skanska

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that interfered with AMC's ability to perform its work and generate expected revenue and cash flow; Skanska's refusal to make complete and timely payments for work AMC performed; and Skanska's failure to make appropriate adjustments in AMC's scope of work, contract price, and schedule of values, instead proposing only measures that would require AMC to assume financial responsibility for the problems Skanska has created and failed to address.

In short, Skanska does not have a legitimate basis to terminate AMC under the contract or as a DBE under 49 C.F.R. § 26.53(f)(3). Instead, the record indicates that Skanska has acted in bad faith and in a discriminatory manner regarding AMC.

I write to you to ask that Skanska USA intervene in this situation to withdraw the Notice of Default and work with AMC to resolve the current conditions through adjustments to the contract, scope and schedule of work, and contract price to address the conditions described in AMC's response, and to cooperate in pursuing the claim for differing site conditions with FDOT. It is in the interests of both parties to resolve these issues and complete the work under the contract.

Should Skanska continue to pursue termination of AMC as a subcontractor and DBE, AMC will be forced to pursue all available remedies, including a civil rights and DBE complaint to FDOT or USDOT, making a claim against Skanska's bond for the project, and litigation.

Please review this correspondence and AMC's response to the Notice of Default with your client and advise me whether Skanska is willing to attempt to resolve this matter amicably. Of course, if you have any questions or wish to discuss the matter, please contact me.

Sincerely,

s/Thomas J. Henderson Thomas J. Henderson

Enc.

cc: Michael G. Di Paolo, SVP & General Counsel, Ethics

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