AT&T

09/24/2025

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By

CITY OF MILWAUKEE
2025 OCT -6 P 2:47
CITY CLERK'S OFFICE

AT&T Services, Inc.
PO Box 5093
Carol Stream, IL 60197-5093

CITY OF MILWAUKEE WATER
3850 N 35TH ST
MILWAUKEE, WI 53216

Re: Demand and Claim for Damages

Claim Number: AMER-25-202411-50-0071

WISCONSIN BELL, INC., DBA AT&T WISCONSIN ("AT&T WISCONSIN") hereby asserts this Demand and Claim for Damages (the "Demand") in the amount of $33,059.88 as payment for damages that CITY OF MILWAUKEE WATER caused to AT&T WISCONSIN's property or assets located at S Kinnikinnic Ave & E Rusk Ave, MILWAUKEE, WI on or about November 27, 2024 (the "Incident"). Specifically, CITY OF MILWAUKEE WATER excavating to resolve a watermain break AT&T's duct and copper cables were damaged..

Below are the components of the payment for damages demanded by AT&T WISCONSIN that resulted from the Incident. The Labor Cost includes, but is not limited to, personnel, equipment, vehicles, and an allocation of general and administrative overhead.

LABOR COST	$4,254.04
MATERIALS/UNIT COST ITEMS	$807.91
CONTRACTOR COST	$27,997.93
TOTAL DAMAGES	**$33,059.88**

CITY OF MILWAUKEE WATER and AT&T WISCONSIN agree that CITY OF MILWAUKEE WATER's full and complete payment of this Demand (the "Payment") within 30 days of the date indicated above, and AT&T WISCONSIN's receipt and acceptance of the Payment, constitutes a full and final settlement and mutual release with regard to any and all claims that AT&T WISCONSIN has or may have against CITY OF MILWAUKEE WATER related to this Demand and the Incident (the "Release"). Nothing herein shall require AT&T WISCONSIN to accept any payment that is less than the Demand, and AT&T WISCONSIN's receipt and retention of any such partial payment, the Release notwithstanding, shall not preclude AT&T WISCONSIN from seeking recovery of the remaining balance of the Demand. AT&T WISCONSIN reserves the right to seek additional damages, attorneys' fees, and costs where and as permitted by law. This Release is governed by **the Terms and Conditions on the reverse side of this page, which are incorporated in their entirety herein by reference.**

If you or your insurance carrier wish to discuss this Demand, or if you wish to request more detailed information about it, including the components and calculation of AT&T WISCONSIN's damages, you may contact AT&T WISCONSIN by phone at 844-859-3269 or email at RMSCEN@att.com (claim number is required in the subject line for an email to be responded to).

TERMS AND CONDITIONS

These Terms and Conditions in their entirety are incorporated into, and are an essential part of, the Demand and Claim for Damages on the reverse side of this page. The terms "Incident," "Payment," and "Demand" as used herein are defined on the reverse side of this page, and such definitions are incorporated by reference into these Terms and Conditions.

Upon CITY OF MILWAUKEE WATER's Payment to WISCONSIN BELL, INC., DBA AT&T WISCONSIN ("AT&T WISCONSIN") and AT&T WISCONSIN's receipt and acceptance thereof, CITY OF MILWAUKEE WATER and AT&T WISCONSIN agree to FULLY and FINALLY RELEASE each other as follows:

AT&T WISCONSIN, for and on behalf of itself and its predecessor and successor entities, and all of their respective officers, directors, employees, insurers, and assigns, on one hand, and CITY OF MILWAUKEE WATER, for itself, himself, or herself and, as applicable, its, his, or her parent company, affiliates, related entities, predecessor and successor entities, subsidiaries, officers, directors, employees, insurers, heirs, predecessors, successors, assigns, partners, contractors, and subcontractors (hereinafter collectively, "Damager"), on the other hand, do hereby FULLY and FINALLY RELEASE one another and covenant not to sue one another or make any further claim, whether known or unknown, in tort, contract, or pursuant to statute or regulation, or take any other form of legal action against the other, related to the Incident or Demand, as defined on the reverse side of this page. The above and foregoing notwithstanding, AT&T WISCONSIN's retention of any partial payment less than the full and complete amount of the Demand shall not preclude AT&T WISCONSIN from seeking recovery of the remaining balance of the Demand, including, as permitted by law, its attorneys' fees, costs, and expenses, including amounts incurred because this demand was not timely paid.

Damager represents and warrants that it, he, or she has had a full opportunity to investigate AT&T WISCONSIN's Demand, as well as the underlying Incident, and makes the Payment and agrees to and accepts these Terms and Conditions, including, but not limited to, the FULL and FINAL RELEASE above, at arms' length, relying solely on its own assessment of anything stated or not stated by AT&T WISCONSIN related, directly or indirectly, to the Incident, the Payment, and/or the Demand, including, but not limited to, the categories of damages enumerated therein, the amount demanded for each category, the manner in which AT&T WISCONSIN calculated the amount, or the elements included in those calculations. Damager understands that by entering into this RELEASE it waives the right to claim that the damages demanded by AT&T WISCONSIN were improper, excessive, incorrectly calculated, or otherwise unlawful.

Damager represents and warrants that it, he, or she has had the opportunity to discuss these Terms and Conditions and the Demand on the reverse side of this page with an attorney or other competent advisor. Damager covenants and agrees that Damager's Payment, or any partial payment retained by AT&T WISCONSIN, with no further action required or contemplated by Damager or AT&T WISCONSIN, constitutes Damager's compromise, settlement, and FULL and FINAL RELEASE of any and all claims of liability related to the Incident, the Payment, and the Demand.

AT&T

TOTAL AMOUNT OF DEMAND AND CLAIM FOR DAMAGES: $33,059.88

Return this page with Payment.

Payment enclosed: $_____ (Please write Claim # on check or money order.)

For Payment by credit card, please call 844-859-3269 to make payment by phone.

We do not accept cash.

Remit Payment for Demand and Claim for Damages to:

AT&T Services, Inc.
PO Box 5070
Carol Stream, IL 60197-5070

Claim # AMER-25-202411-50-0071

DATE: 9/24/2025

BREAKDOWN OF DEMAND AND CLAIM FOR DAMAGES

CLAIM NUMBER: AMER-25-202411-50-0071

LABOR COST

EMPLOYEE	DATE OF REPAIR	REG HRS	REG RATE	OVT HRS	OVT RATE	DBL HRS	DBL RATE	AMOUNT
KK	12/02/2024	7.30	107.3439196					$783.61
WP	12/05/2024	7.40	107.3439196					$794.35
KK	12/04/2024	8.58	107.3439200					$921.01
KK	12/05/2024	7.98	107.3439200					$856.60
KK	12/06/2024	0.61	107.3439200					$65.48
WP	12/04/2024	7.76	107.3439200					$832.99
							Labor Cost Sub-Total	**$4,254.04**

MATERIALS / UNIT COST ITEMS

DESCRIPTION	QUANTITY	UNIT COST	AMOUNT
CABLE EXCHANGE BHAH 400 PAI	25.00	15.1464456	$378.66
CLOSURE XAGA 1000-B2	1.00	160.4630808	$160.46
MODULE CLEAR 4005DPM/TR	8.00	2.1195108	$16.96
CLAMP BOND B SIZE 1	12.00	12.8410128	$154.09
WRAP PRESSURE 3MIL PLAIN	1.00	5.5032912	$5.50
CONDUIT PVC B DUCT 4IN X 20FT	4.00	1.2270852	$4.91
TAPE ALUMINUM	2.00	18.0344340	$36.07
PROPANE GAS 1 LB CYLINDER	1.00	8.0318304	$8.03
UTILITY WIPES REINFORCED/EACH	10.00	0.0867636	$0.87
TAPE VINYL GRAY 1/2 X 20FT	1.00	0.7684776	$0.77
NCSC TROUBLE TICKET	1.00	11.8600000	$11.86
NDC TROUBLE TICKET	3.00	9.9100000	$29.73
		Materials / Unit Cost Items Sub-Total	**$807.91**

CONTRACTOR COST

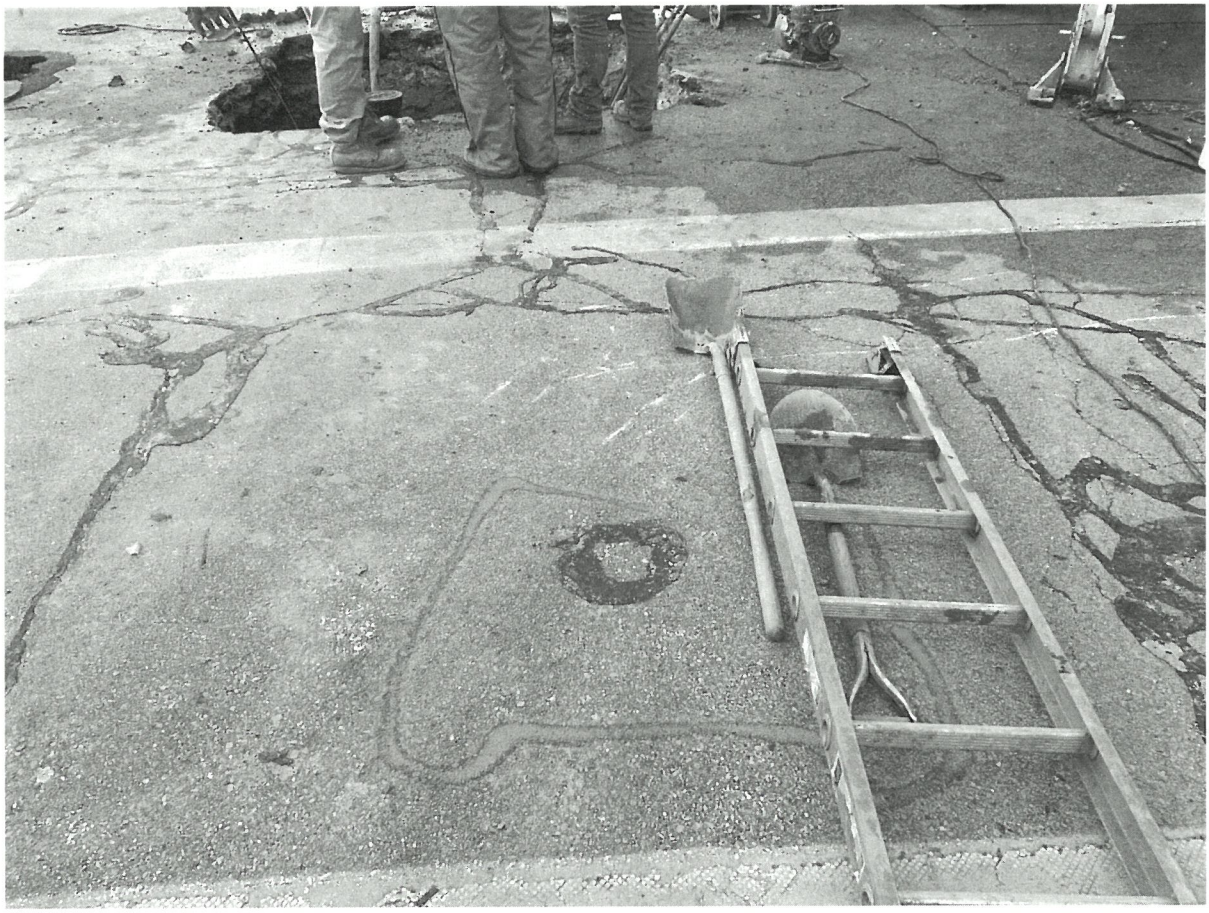
CONTRACTOR NAME	AMOUNT
TELCOM CONSTRUCTION INC	$27,997.93
Contractor Cost Sub-Total	**$27,997.93**

OTHER COSTS

DESCRIPTION	AMOUNT
SUBRO ADJUSTMENT	-$5,752.85
SUBRO ADJUSTMENT	-$525.34
SUBRO ADJUSTMENT	-$325.47
SUBRO ADJUSTMENT	-$5.95
SUBRO ADJUSTMENT	-$2.37
SUBRO ADJUSTMENT	$6,611.98
Other Costs Sub-Total	**$0.00**

Total Demand and Claim for Damages **$33,059.88**

CITY OF MILWAUKEE
1846
DEPT. OF PUBLIC WORKS
114 SD



WATER

WATER

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114 SD