



07/29/2022

WISCONSIN BELL, INC., DBA AT&T WISCONSIN
 RISK MANAGEMENT SERVICES
 1010 PINE 6W-P-02
 ST LOUIS, MO 63101

CITY OF WEST ALLIS WATER DEPT
 6300 MCGEOCH AVE
 WEST ALLIS, WI 53214

Re: Demand and Claim for Damages

Claim Number: AMER-25-202206-50-0087-RA1

WISCONSIN BELL, INC., DBA AT&T WISCONSIN ("AT&T") hereby asserts this Demand and Claim for Damages (the "Demand") in the amount of \$1,376.78 as payment for damages that CITY OF WEST ALLIS WATER DEPT caused to AT&T's property or assets located at 6600 w mitchell, WEST ALLIS CITY, WI on or about 06/02/2022 (the "Incident"). Specifically, CITY OF WEST ALLIS WATER DEPT, West allis water works was digging at intersection of 66 th and mitchell when they damaged our 4 pack under road , see photos. Called in west allis public works.

Below are the components of the payment for damages demanded by AT&T 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	\$577.94
MATERIALS/UNIT COST ITEMS	\$14.87
CONTRACTOR COST	\$783.97
<u>TOTAL DAMAGES</u>	\$1,376.78 Breakdown of Demand and Claim for Damages Attached

CITY OF WEST ALLIS WATER DEPT and AT&T agree that CITY OF WEST ALLIS WATER DEPT's full and complete payment of this Demand (the "Payment") within 30 days of the date indicated above, and AT&T's receipt and acceptance of the Payment, constitutes a full and final settlement and mutual release with regard to any and all liability related to this Demand and the Incident (the "Release"). Nothing herein shall require AT&T to accept any payment that is less than the Demand, and AT&T's receipt and retention of any such partial payment, the Release notwithstanding, shall not preclude AT&T from seeking recovery of the remaining balance of the Demand. AT&T 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's damages, you may contact AT&T by phone at 844-859-3269, email at RMSCEN@att.com, or fax at 800-363-3234.

AT&T is willing to discuss resolving this matter for a lesser amount if and only if you contact AT&T and secure payment within 30 days of receiving this demand letter.



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

AT&T, for and on behalf of itself and its parent company, affiliates, related entities, predecessor and successor entities, subsidiaries, and all of their respective officers, directors, employees, insurers, and assigns, on one hand, and CITY OF WEST ALLIS WATER DEPT, 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, for any matter relating to, arising from, or in any way connected to the above-referenced Incident or Demand, as defined on the reverse side of this page. The above and foregoing notwithstanding, AT&T's retention of any partial payment less than the full and complete amount of the Demand shall not preclude AT&T 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'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 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 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 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, with no further action required or contemplated by Damager or AT&T, 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.



Breakdown of Demand and Claim for Damages

Claim Number: AMER-25-202206-50-0087-RA1

LABOR COST

EMPLOYEE	DATE OF REPAIR	REG HRS	REG RATE	OVT HRS	OVT RATE	DBL HRS	DBL RATE	AMOUNT
KK	06/03/2022	5.00	115.5881308					\$577.94
Labor Cost Sub-Total								\$577.94

MATERIALS/UNIT COST ITEMS

DESCRIPTION	QUANTITY	UNIT COST	AMOUNT
NDC TROUBLE TICKET	1	8.3900000	\$8.39
NCSC TROUBLE TICKET	1	6.4800000	\$6.48
Materials/Unit Cost Items Sub-Total			\$14.87

CONTRACTOR COST

CONTRACTOR NAME	AMOUNT
KEN BECKER AND SONS, INC.	\$783.97
Contractor Cost Sub-Total	\$783.97

Total Demand and Claim for Damages \$1,376.78





TOTAL AMOUNT OF DEMAND AND CLAIM FOR DAMAGES: \$1,376.78

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.

Claim # AMER-25-202206-50-0087-RA1

Remit Payment for Demand and Claim for Damages to:

AT&T
PO BOX 5070
CAROL STREAM IL 60197-5070



AT&T Risk Management
1010 Pine, 6W-P-02
St. Louis, MO 63101
RETURN SERVICE REQUESTED

9408.1.0.26 1 SP 0.000 KY



CITY OF WEST ALLIS WATER DEPT
6300 W MCGEOCH AVE
WEST ALLIS WI 53219-1447

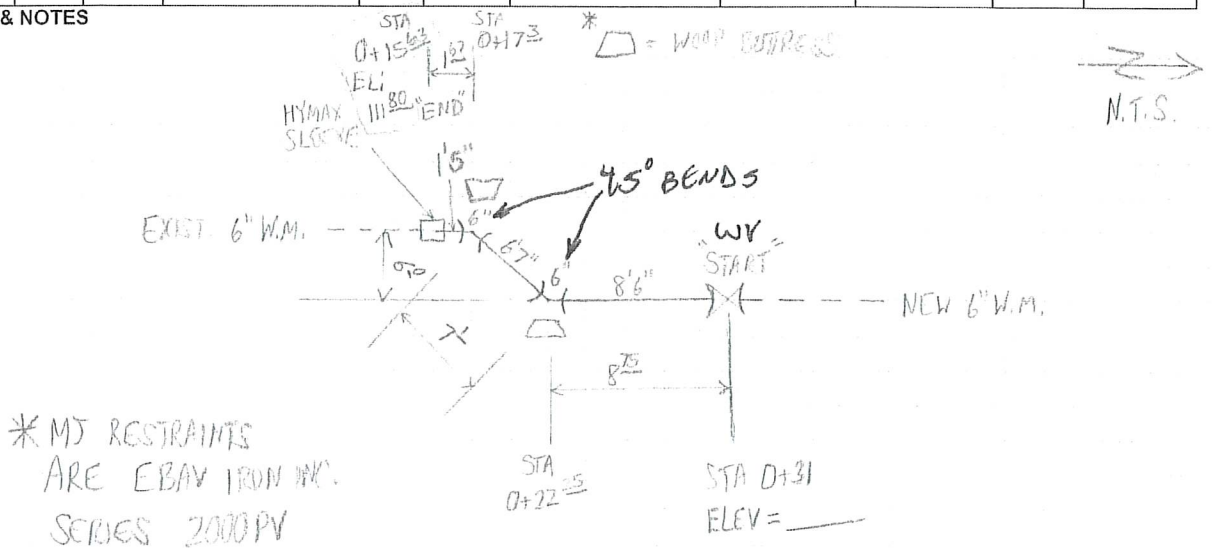
CITY OF WEST ALLIS - ENGINEERING DEPARTMENT

CONTRACT NO.: 2022-1 **DAILY UNDERGROUND REPORT** **DAILY REPORT NO.** 32
PLAN FILE NO.: W-1417 **DAY/DATE** TH. 6/2
ACCOUNT NO.: P2223H **WEATHER & TEMP** 1ST ½ SUNNY, 51° 2ND ½ 76°
IN: 66th St. **CONTRACTOR:** LaLonde

FROM: National **TO:** Mitchell **SUBCONTRACTOR:** MJ

LABOR			EQUIPMENT			STRUCTURES				
DESCRIPTION	NO.	HRS.	DESCRIPTION	NO.	HRS.	LOCATION	SIZE/TYPE	CONNS.	WORK COMP	VERT. FT.
FM- JAY	1	8	Backhoe	2	8					
OP-	2	8	Loader	1	8					
LAB-	2	8	Skidloader	1	8					
			Trucks	1	8					

SKETCH OF WORK & NOTES



EXCAVATING INTERFERENCE ENCOUNTERED	SIZE & DESCRIPTION		LOCATION			ELEV. ABOVE F.L. SEWER		REMARKS		
		12" GAS XING		STA 0+24L				UNDAMAGED. WATCH DIG ON SITE		
		BES XING		STA 0+29L				UNDAMAGED		
		16' SECTION OF AT&T PKG.		N/S MITCHELL INT.				VCP PKG. SAGGING, CLAY BAKEN OUT, WIRES LOOK INTACT, AT&T NOTIFIED TODAY.		
PIPE LAYING	STATION FROM	STATION TO	LINEAL FT.	SIZE OF UTILITY	KIND OF UTILITY	TYPE OF SECTION	KIND OF PIPE	JOINT TYPE	CONTRACTOR TIME	
									FROM	7 AM
									TO	3 PM
									TOTAL	8 HRS.

INSPECTOR Frank Leung

WORKING DAY CHARGE CW CNW RAIN WET NC



07/29/2022

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 RISK MANAGEMENT SERVICES
 1010 PINE 6W-P-02
 ST LOUIS, MO 63101

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AT&T
PO BOX 5070
CAROL STREAM IL 60197-5070



AT&T Risk Management
1010 Pine, 6W-P-02
St. Louis, MO 63101
RETURN SERVICE REQUESTED

9408.1.0.12 1 SP 0.000 KY



CITY OF WEST ALLIS WATER DEPT
6300 W MCGEOCH AVE
WEST ALLIS WI 53219-1447

Per Don Schwartz
the contractor MJ
came across a
damaged line.
This should go to
MJ.

Thanks,

Karyn Rittenhouse
x 8828

Kris is
this a claim that we work
with to go
to ~~the~~ the contractor
named "MJ"

RECEIVED

AUG 05 2022

WEST ALLIS
CITY ATTORNEY