



# Gallagher

Insurance | Risk Management | Consulting

2850 Golf Road  
Rolling Meadows, IL 60008-4050  
USA

630.773.3800  
www.ajg.com

August 14, 2024

VIA UPS 1Z052AW90194993567

Jody Sundquist/Jeannette Valdez  
McDonald's Corporation  
2811 Tucson Drive  
Joliet, IL 60432

Type of Bond: Subdivision/Performance  
Bond Number: 404262991 & 404262996  
Obligee: City of Puyallup  
Description: Drive through work at 304 2nd St NE , Puyallup, WA  
Bond Amount: \$213.00 & \$18,540.

Jody/Jeannette:

We are pleased to enclose the bond recently requested. The bond issued was based upon the information provided. We suggest you check all the documents enclosed, including the Power of Attorney, signatures, dates, amounts, description, and any other attachments. Please verify that the bond form attached is the form required, and be sure to execute the bond with the proper signature and seal.

Should you have any questions, please do not hesitate to contact this office. Thank you.

Sincerely,

*Donna Irigoyen*

Donna Irigoyen  
Senior Client Service Manager-Surety  
[Donna\\_irigoyen@ajg.com](mailto:Donna_irigoyen@ajg.com)



# McDONALD'S CORPORATION BOND REQUEST WORKSHEET

**BOND TYPE:**  PERFORMANCE  PAYMENT  LICENSE  WAGE/WELFARE  
 SUBDIVISION  UTILITY PAYMENT  OTHER

**(Need (2) Bonds Performance and CFG (213.00))**

**IS THERE A SPECIAL BOND FORM?**  Yes  No If Yes, attach original form.

## ATTACH COPY OF CONTRACT FOR PERFORMANCE & PAYMENT BONDS

LOCATION CODE: 46-0041

PRINCIPAL Name on BOND: McDonalds USA LLC

OBLIGEE: City of Puyallup

ADDRESS: 333 S Meridian, Puyallup WA 98371

046-0041  
02978  
MFCPCO# 06587

EFFECTIVE DATE: 08/27/2024 DATE BOND NEEDED: ASAP

BOND AMOUNT: 1. Performance \$18,540.00 2. CFG Bond \$213.00

CONTRACT PURCHASE PRICE/VALUE: \_\_\_\_\_

BOND/PROJECT DESCRIPTION: Material and Performance Bond for Drive through work

LOCATION OF WORK: 304 2<sup>nd</sup> St NE, Puyallup WA 98372

CONTRACT SCHEDULED START: 08/26/2024 COMPLETION: 10/11/2024

ADDITIONAL INFORMATION: Road work for SAO 2

REQUESTED BY: Christina Medellin DATE: 7/26/23

REQUESTOR PHONE #: 925-378-1913

**RETURN ORIGINAL BOND TO:** City of Puyallup, Development and Permitting Dept. 333 S Meridian, Puyallup WA 98371

EMAIL A COPY TO: christina.medellin@us.mcd.com

FIELD OFFICE: WALNUT CREEK FIELD OFFICE / DENVER

Email to Current contact with Arthur J. Gallagher ([donna\\_irigoyen@AJG.com](mailto:donna_irigoyen@AJG.com))



CITY OF PUYALLUP  
CLEAR, FILL, AND GRADE BOND  
(PMC Chapter 21.14)

Bond No. 404262991  
Permit No. \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS:

That we McDonald's USA, LLC, (hereinafter called the "Principal"), and Liberty Mutual Insurance Company, a corporation organized under the laws of the State of MA, and authorized to transact surety business in the State of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City of Puyallup, Washington, in the sum of Two Hundred Thirteen Dollars (\$213.00), lawful money of the United States of America, for the payment of which sum we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents. THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has been granted approval by the City for a Clear, Fill, and Grade Permit pursuant to PMC Chapter 21.14 within the City which permit will allow the Principal to excavate, fill, clear, and recontour the ground surface or combination thereof; and

WHEREAS, the approval granted by the City requires that certain improvements be made in connection with the approved project; and that such improvements be constructed in full compliance with City standards, and the plans and specifications submitted with the project, as required by the City; and

WHEREAS, the agreement or the approval granted by the City requires that the improvements are to be made or constructed within a certain period of time, unless an extension is granted in writing by the City; and

WHEREAS, the above bounden Principal acknowledges that the amount of the security shall not be less than the total estimated construction cost of the interim and permanent erosion and sediment control measures for the permit listed.

NOW, THEREFORE, it is understood and agreed that this obligation shall continue in effect until released in writing by the City of Puyallup, but only after the Principal has performed and satisfied the following conditions:

A. **Conditions.**

1. The improvements are to be constructed by the Principal per the approved plans.
2. The Principal must construct the improvements to conform to the design, location, materials and other specifications for the indicated site improvements, as required by the City in the above-referenced City file. In addition, the Principal must construct the improvements according to the applicable ordinances and standards of the City and/or state statutes, as the same now exist or are hereafter amended.
3. The Principal must have completed all improvements required by the above-referenced conditions, plans and City file within two years of plan approval, unless an extension is granted by the City.

B. **Default.**

1. If the Principal defaults and does not perform the above conditions within the time specified, then the Surety shall, within twenty (20) days of demand of the City, make a written commitment to the City that it will either:
  - a) remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
  - b) tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection B(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs which exceeded the City's estimate, limited to the bond amount.


2. In the event the Principal fails to complete all of the above referenced improvements within the time period specified by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of completing the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to complete such improvements.

- C. **Corrections.** Any corrections required by the City shall be commenced within seven (7) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section B above.

- D. **Extensions and Changes.** No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The surety waives notice of any such change, extension, alteration or addition thereunder.
  
- E. **Enforcement.** It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in Pierce County Superior Court.
  
- F. **Bond Expiration.** Pursuant to PMC 21.14.270 this bond shall not be fully released without a final inspection of completed work by the City, submission of "as-built" plans, and certification of completion by the City of the permanent erosion and sediment control measures as being in compliance with the approved plans and the provisions of this chapter. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed, all of the provisions of said permit have been met, and Principal has fully complied with the City of Puyallup Ordinances. This financial guarantee may be released at the discretion of the City Engineer once the work has been accepted as complete by a City of Puyallup inspector signified by the permit being finalized and closed.

The Surety hereby agrees that this Agreement shall be governed by the laws of the State of Washington and to be subject to the jurisdiction of the State of Washington. Venue of any litigation arising out of this Agreement shall be in Pierce County Superior Court.

DATED this 29th day of August, 2024.

  
 \_\_\_\_\_  
 Principal Signature

Liberty Mutual Insurance Company  
 \_\_\_\_\_

Name of Surety

175 Berkeley Street, Boston, MA 02116  
 \_\_\_\_\_

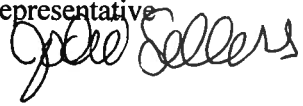
Surety Address

**800-426-9898**  
 \_\_\_\_\_

Surety Phone Number

Jodie Sellers, Attorney-in-Fact  
 \_\_\_\_\_

Surety Representative



Savan Vaghani  
 Principal Name US Assistant Secretary  
 PLEASE PRINT



Attach Power of Attorney





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201926-285005

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Sharon A. Foulk; Patrick Gallagher; Thomas Gill; Kathy Hill; William T. Krumm; Christina Laurendi; David L. Marcus; Livia Oliveira; Cynthia Preston; Muriel Saenz; Jon A. Schroeder; Jodie Sellers; Karen E. Socha; Cassandra L. Stone; Kathleen Weaver

all of the city of Rolling Meadows state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of August, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 16th day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of August, 2024.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

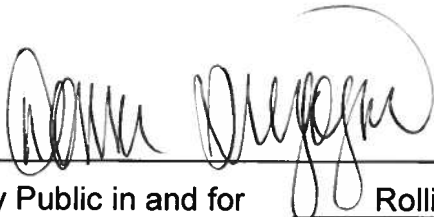
SURETY ACKNOWLEDGMENT (ATTY-IN-FACT)

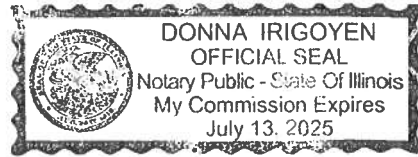
State of Illinois }  
County of Cook } SS:

On this 29th day of August the year two thousand twenty four, before me, Donna Irigoyen a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Jodie Sellers known to me to be the duly authorized Attorney-in-fact of the Liberty Mutual Insurance Company and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company and she duly acknowledged to me that he subscribed the name of the Liberty Mutual Insurance Company and thereto as Surety and her own name as Attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

My Commission Expires  
07/13/2025

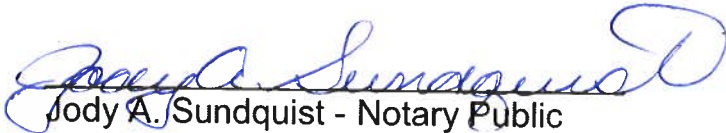
  
\_\_\_\_\_  
Notary Public in and for Rolling Meadows  
City, State of Illinois



**ACKNOWLEDGMENT OF CORPORATION**

STATE OF ILLINOIS    )  
                                  )  
COUNTY OF WILL    )

The foregoing instrument was acknowledged before me, Jody A. Sundquist, this 29<sup>th</sup> day of August 2024 by Savan Vaghani, US Assistant Secretary of McDonald's USA, LLC., a Delaware corporation, on behalf of the corporation.



Jody A. Sundquist - Notary Public  
Commission Number: 896418  
Commission Expires: August 31, 2027

