



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/23/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Baldwin Group Southwest LLC 2255 Ridge Rd Suite 333 Rockwall TX 75087	CONTACT NAME: Missye Harrison PHONE (A/C, No, Ext): 972-771-4071 FAX (A/C, No): 972-771-4695 E-MAIL ADDRESS: certs2.southwest@baldwin.com
INSURED McMahon Contracting and Construction, LLC dba McMahon Contracting, L.P. 3019 Roy Orr Blvd Grand Prairie TX 75050	INSURER(S) AFFORDING COVERAGE INSURER A: Starr Indemnity and Liability INSURER B: Aspen Specialty Insurance Comp INSURER C: Arch Insurance Company INSURER D: SiriusPoint Specialty Insuranc INSURER E: INSURER F:
License#: BR-1796913 MCMACON-02	NAIC # 38318 10717 11150 16820

COVERAGES**CERTIFICATE NUMBER:** 2085858612**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		ZAGLB1057901	5/1/2026	5/1/2027	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		ZACAT9344401	5/1/2026	5/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		IPS-EX-0000079-01	5/1/2026	5/1/2027	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	ZAWCH1139901	5/1/2026	5/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Contractor's Equipment		ITD100065527525	10/5/2025	5/1/2027	Leased/Rented Equip 500,000
A	Installation Floater		ITD100065527525	10/5/2025	5/1/2027	Limit Per Location 500,000
B	Pollution, incl NODS & Trans		ER00P3626	5/1/2026	5/1/2027	Pollution limit 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**GENERAL LIABILITY**

Automatic Additional Insured Endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.
Automatic additional insured for Lessors of premises, Lessors of equipment, state or governmental agency or subdivision or political subdivision's permits or authorizations relating to contractor operations only when there is a written contract between the named insured and the certificate holder that requires such status.
Primary & Non-Contributory Wording when required by a written contract between the named insured and any person or organization that requires such status.
Blanket Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder.
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

DeSoto Independent School District
200 E Belt Line Rd
DeSoto TX 75115

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY The Baldwin Group Southwest LLC		NAMED INSURED McMahon Contracting and Construction, LLC dba McMahon Contracting, L.P. 3019 Roy Orr Blvd Grand Prairie TX 75050
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

holder that requires it.
 Contractual liability for work within 50 feet of railroad property.

AUTOMOBILE LIABILITY

Automatic Additional Insured Endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.
 Primary & Non-Contributory Wording when required by a written contract between the named insured and any person or organization that requires such status.
 Blanket Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.
 Form MCS90 and Form F is included.

WORKERS COMPENSATION

Blanket Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

EXCESS

The Excess Liability policy overlays the General Liability, Business Auto Liability and Employers' Liability policies.

*ALWAYS REFER TO THE ATTACHED POLICY FORMS FOR SPECIFIC WORDING OF SUCH COVERAGE, LIMITS, CONDITIONS & EXCLUSIONS.

RE: Westmoreland Road Project

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED, AND PRIMARY AND NONCONTRIBUTORY,
WHEN REQUIRED BY WRITTEN CONTRACT
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Under **Section II – Who Is An Insured**, Paragraph 2., the following is added:

2. Each of the following is also an insured:

e. Any person or organization that you have agreed in a “written contract” to include as an additional insured on your policy provided that such person or organization has not been added as an additional insured by a separate endorsement to this policy.

(1) The insurance afforded to an additional insured under this endorsement applies, only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” as described in Paragraph **(a)**, **(b)** or **(c)** below, whichever applies:

(a) If the “written contract” specifically requires you to provide additional insured coverage to a person or organization by the use of Additional Insured – Owners, Lessees or Contractors - Scheduled Person Or Organization endorsement CG 20 10 10 01 or Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01, then such person or organization is an additional insured, but only with respect to liability arising out of “your work” to which the “written contract” applies; or

(b) If the “written contract” specifically requires you to provide additional insured coverage to a person or organization by the use of:

i. Additional Insured – Owners, Lessees or Contractors - Scheduled Person Or Organization endorsement(s) CG 20 10 07 04, CG 20 10 04 13 or CG 20 10 12 19 or Additional Insured – Owners, Lessees or Contractors - Completed Operations endorsement(s) CG 20 37 07 04, CG 20 37 04 13 or CG 20 37 12 19; or

ii. Either or both of the following: Additional Insured - Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 or Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

Then such person or organization is an additional insured, but only with respect to liability caused, in whole or in part, by “your work” to which the “written contract” applies.

(c) If the “written contract” specifically requires you to provide additional insured coverage to a person or organization and neither Paragraph **(a)**

nor **(b)** above applies, then such person or organization is an additional insured under this endorsement, but only with respect to liability for “bodily injury” or “property damage” or “personal and advertising injury” caused by “your work” to which the “written contract” applies.

However, with respect to this Paragraph **2. e. (1)**, such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

- (2)** The insurance afforded to an additional insured under this endorsement:
- (a)** Applies only if the “bodily injury” or “property damage” occurs or the “personal and advertising injury” offense is committed:
 - i.** During the policy period;
 - ii.** Subsequent to the execution of the “written contract”;
 - iii.** Prior to the expiration of the period of time that the “written contract” requires such insurance be provided to the additional insured;
 - iv.** Only to the extent permitted by law; and
 - v.** Will not be broader than that which the “written contract” requires.
- (3)** The insurance provided to an additional insured under this endorsement is subject to the following provisions:
- (a)** Coverage under this endorsement does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of, or failure to render, any professional services, including but not limited to:
 - i.** The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications;
 - ii.** Supervisory, inspection, architectural or engineering activities; or
 - iii.** Any actual or alleged negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured involved the rendering of or failure to render any professional service listed in Paragraph **(3)(a) i.** or **(3)(a) ii.** above.
 - (b)** If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the “written contract”, the insurance afforded to the additional insured under this endorsement will not exceed the minimum amount of insurance required by such “written contract”.
 - (c)** This endorsement shall not increase applicable limits of insurance as described in **SECTION III – LIMITS OF INSURANCE.**
 - (d)** The additional insured must comply with the following duties:

- i. Give us written notice as soon as practicable of an “occurrence” or an offense which may result in a claim or “suit”. To the extent possible, such notice should include:
 1. How, when and where the “occurrence” or offense took place;
 2. The names and addresses of any injured persons and witnesses; and
 3. The nature and location of any injury or damage arising out of the “occurrence” or offense.
- ii. If a claim is made or “suit” is brought against the additional insured:
 1. Immediately record the specifics of the claim or “suit” and the data received; and
 2. Notify us as soon as practicable and see to it that we receive written notice of the claim or “suit” as soon as practicable.
- iii. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or “suit”, cooperate with us in the investigation or settlement of the claim or defense against the “suit”, and otherwise comply with all policy conditions.
- iv. Tender the defense and indemnity of any claim or “suit” to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4. **Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**.

B. The following conditions are added to Section IV – **Conditions**:

1. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
2. Solely for the purpose of this endorsement, the following **Condition** is added:

Endorsement Provisions Prevail.

If there is any conflict between:

- a. The provisions of this endorsement; and
- b. The provisions of any version or edition of Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement(s) CG 20 10 or Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement(s) CG 20 37 that the “written contract” specifically requires be used for you to provide additional insured coverage to any person or organization;

Then the provisions of this endorsement shall prevail.

C. Solely for the purpose of this endorsement, the following definitions are added to the **Definitions** section:

- 1. “Written contract” means a written contract or written agreement that requires you to include a person or organization as an additional insured on this Coverage Part, provided that:
 - (a) The “written contract” was executed prior to the inception of the Policy and in effect during such “bodily injury”, “property damage”, or “personal and advertising injury”; and
 - (b) If the “written contract” is silent on the number of years required for “products-completed operations coverage”, then such coverage will be provided for two (2) years from the date this Policy expires, cancels or terminates.

All other terms and conditions of this Policy remain unchanged.

Issued By:

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – LESSOR OF LEASED
EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN
LEASE AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s) Of Additional Insured Engineer(s), Architect(s) Or Surveyor(s) Not Engaged By The Named Insured:

ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT
ON FILE.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad: RAILROADS WHERE REQUIRED BY WRITTEN CONTRACT.	Designated Job Site: LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - BLANKET

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person or organization who is required under a written contract to be included as an "insured" under this policy, but only with respect to their legal liability for your acts or omissions or the act or omissions of a person for whom **Covered Autos Liability Coverage** is afforded under this policy.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: ZACAT9344401

Named Insured: McMahon Contracting and Construction, LLC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein

Endorsement Effective Date: 5/1/2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER
IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED
SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The Transfer Of Rights Of Recovery Against Others
To Us** condition does not apply to the person(s) or
organization(s) shown in the Schedule, but only to
the extent that subrogation is waived prior to the
"accident" or the "loss" under a contract with that
person or organization.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL TEXAS LOCATIONS

3. Premium:

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED PERSON OR ORGANIZATION
NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE PART

It is hereby agreed:

We shall provide 30 days written notice of cancellation to any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first named insured receives notice from us of the cancellation of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this Schedule.

You must provide us with a written request to update information pertaining to Designated Person(s) or Organization(s).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least **30** days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.
Endorsement Number:

Policy Number: ZAGLB1057900

Named Insured: MCMAHON CONTRACTING AND

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10-05-25

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least **30** days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.
Endorsement Number:

Policy Number: ZACAT9344400

Named Insured: MCMAHON CONTRACTING AND

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10-05-25

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: ZAWCI1139900

Named Insured: MCMAHON CONTRACTING AND

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10-05-25