

Non-Preference Towing Services Agreement

This Agreement (“Agreement”) is made by and between the **County of Allegan**, 3283 122nd Avenue, Allegan, Michigan 49010 (“County”) and

Contractor Name: _____

Contractor Address: _____

(“Contractor”). The parties agree as follows:

1. Contractor Services

Contractor shall provide the County with the services described in Attachment A subject to the terms and conditions set forth in this Agreement.

Contractor warrants to the County that the services to be provided under this Agreement shall be of the kind and quality that meet generally accepted standards and shall be performed by qualified personnel.

2. Payment

Contractor shall not charge the County for any services rendered under this Agreement.

3. Term of Agreement

The term of this Agreement shall commence on January 1, 2026 and remain in effect through December 31, 2028 unless terminated earlier in accordance with Section 4 of this Agreement. This Agreement may be extended beyond this term through mutual agreement between both parties in writing.

4. Termination of Agreement

The County may terminate this Agreement for any or no reason prior to the expiration date set forth in Section 3 of this Agreement by giving thirty days’ written notice to Contractor.

5. Insurance Requirements

Contractor shall not commence any services or perform any of its other obligations under this Agreement until Contractor obtains the insurance required under this Section. Contractor shall then maintain the required insurance for the full duration of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the County.

A. Worker’s Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Worker’s Compensation Insurance, including Employers’ Liability Coverage either in accordance with all applicable statutes of the State of Michigan or have the State of Michigan listed under Section 3 - Other States Insurance in the Contractor’s insurance policy.

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability of not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or

equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability Insurance: Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Cancellation Notice: Worker's Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: "It is understood and agreed thirty days, ten days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Allegan County Central Dispatch, 3271 122nd Avenue, Allegan, MI 49010." If any required insurance expires or is canceled during the term of this Agreement, services and related payments will be suspended and the County may terminate this Agreement immediately.

E. Proof of Insurance Coverage: Contractor shall be excluded from receiving non-preference towing notifications until necessary insurance documents have been received by Allegan County Central Dispatch. If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates to the County at least ten days prior to the expiration date.

Should the need arise, the County reserves the right to request a copy of any policy mentioned above and if so requested, Contractor agrees to furnish a Certified Copy.

6. Reporting and Review

Contractor shall report to the County as required by this Agreement and also upon request. Contractor shall cooperate and confer with the County as necessary to ensure satisfactory work progress and performance. All documents submitted by Contractor must be dated and bear the Contractor's name. All reports made in connection with Contractor's services are subject to review and final approval by the County. The County may review and inspect Contractor's activities during the term of this Agreement. After reasonable notice to Contractor, the County may review any of Contractor's internal records, reports or insurance policies.

7. Indemnification

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including Contractor's own employees, or from loss or damage to any property, including property owned or in the care, custody or control of the County, in connection with or in any way incident to or arising out of the occupancy, use, operations or performance or non-performance of services by the Contractor or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of Contractor under this Section shall survive any termination of this Agreement or completion of Contractor's performance under this Agreement.

8. Independent Contractor

To the fullest extent permitted by law, the parties agree that Contractor is an independent contractor; that Contractor and its employees shall in no way be deemed, nor hold themselves out to be, an employee, agent or joint venture partner of the County for any purpose, and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave, or longevity pay; and that Contractor shall be responsible for withholding and payment of all applicable taxes, including, but not limited to, income, social security and unemployment taxes, to the proper federal, state and local governments, and maintaining the required workers' compensation insurance, in connection with services rendered by its employees pursuant to this Agreement, and agrees to protect, defend and indemnify the County against such liability.

9. Subcontracting

Contractor shall provide all services covered by this Agreement and shall not subcontract, assign or delegate any of the services without written authorization from the County.

10. County Employees

Contractor shall not hire any County employee to perform any of the services covered by this Agreement without written authorization from the County.

11. Default

In the event of default by Contractor, the County may procure the products or services from other sources and hold Contractor responsible for any excess costs incurred, in addition to all other available remedies.

12. Endorsement Prohibition

Contractor shall not use in any form or medium the name of the County, or supportive documentation or photographs of County projects, facilities, equipment or employees, for public advertising or promotional purposes unless authorized in writing by the County.

13. Compliance with Laws

Contractor shall observe and comply with all applicable federal, state and local laws, ordinances, rules, and regulations including, but not limited to OSHA/MIOSHA requirements, the Elliot- Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act. Contractor agrees to protect, defend and indemnify the County against liability for loss, cost or damage resulting from actual or alleged violations of law by Contractor.

14. Nondiscrimination

Contractor shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Contractor, as required by law, shall not discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor legally prohibited by applicable law.

15. Equal Opportunity Employer

In signing this Agreement, Contractor certifies that it is an Equal Opportunity Employer.

16. Confidentiality

Contractor acknowledges that during the performance of its obligations under this Agreement, it or its personnel may become aware of or receive confidential information relating to or kept

by the County, and therefore Contractor agrees that all such information shall be kept confidential and shall not be disclosed without the written authorization of the County.

17. Contractor Personnel

Employees of Contractor must wear apparel or other means of identification while performing services under this Agreement.

18. Amendment

This Agreement shall not be modified, nor may compliance with any of its terms be waived, except by written instrument executed by a duly authorized representative from each party.

19. Binding Effect

This Agreement is binding upon and shall inure to the benefit of Contractor and the County and their respective legal representatives, successors and authorized assigns.

20. Waiver

No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

21. Counterparts

This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. Severability

If any provision of this Agreement is held to be invalid or unenforceable, it shall be considered to be deleted, and the remainder of the Agreement shall remain in full force and effect. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date on which the provision was declared invalid.

23. Section Titles

Section titles used in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting the provisions in this Agreement.

24. Choice of Law and Forum

This Agreement is governed by and interpreted according to the laws of the State of Michigan. The parties agree that the proper forum and venue for litigation arising out of this Agreement is in Allegan County, Michigan.

25. Royalties and Patents

Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any copyright or patent rights and shall hold and save the County and its officers, agents, servants and employees harmless from any and all loss and liability of any nature or kind whatsoever, including costs and expenses of defense, for or on account of any copyrighted, patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by Contractor and/or Contractor's subcontractors and agents.

26. Debarment or Suspension Status

In signing this Agreement, Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.

27. Conflicts of Interest

In signing this Agreement, Contractor certifies that it has no interest which would conflict with its performance of services under this Agreement. If a possible conflict of interest arises, Contractor shall immediately inform County regarding same.

28. Anti-Collusion Statement

In signing this Agreement, Contractor certifies that it has not divulged to, discussed or compared its bid with other contractors and has not colluded with any other bidder, with the exception of qualified subcontractors, or parties to the bid. No premiums, rebates or gratuities to employees or officials of the County are permitted either with, prior to, or after delivery of any product(s) or service(s). Any such violation will result in the termination of this Agreement, the cancellation and/or return of any item(s), as applicable, and possible exclusion of Contractor from future bidding opportunities.

29. Entire Agreement

This Agreement, including and incorporating the documents listed below, constitutes the entire Agreement. In the event of any conflict or inconsistency in the terms and conditions between these documents, the documents shall govern in following order:

1. This Non-Preference Towing Services Agreement
2. Attachment A –Scope of Work

This Agreement contains all the terms and conditions agreed upon by the parties, and no other negotiations, representations, understandings or agreements, written, oral, or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind the parties in any way.

The Parties hereby cause this Agreement to be executed by their duly authorized representatives.

Contractor:

County:

Sign: _____

Sign: _____

Name: _____

Name: Robert J. Sarro

Title: _____

Title Allegan County Administrator

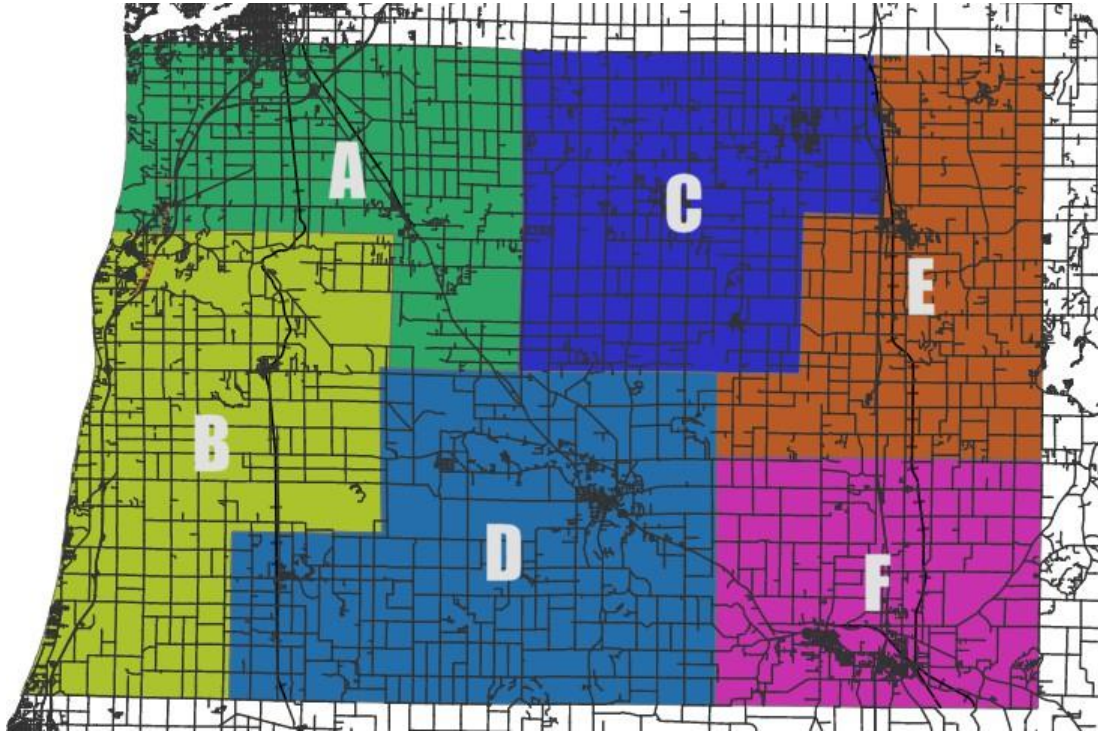
Date: _____

Date: _____

Attachment A – Scope of Work

1. GENERAL TERMS

- 1.1 By entering into this Agreement with the County, Contractor agrees to be placed on the Allegan County Central Dispatch (“ACCD”) non-preference notification list for towing services within one of the geographically defined service zones shown below as assigned by ACCD.



- 1.2 Contractor shall maintain an office and all wrecker vehicles and equipment listed on Forms A and B within the assigned service zone(s) unless otherwise approved by ACCD (e.g. an exception may be granted for a wrecker with a facility just outside a service zone boundary that can reasonably respond to a service request in the adjacent service zone within twenty minutes). Exceptions may be made based on specialized vehicles or equipment needs as dictated by emergency conditions.
- 1.3 Being placed on this notification list does not guarantee Contractor any particular number of runs or a number of runs that is comparable to other contractors that have also entered into a non-preference towing services agreement with the County.
- 1.4 Contractor, its personnel and its vehicles, shall conduct operations in compliance with all applicable rules and regulations contained in any local ordinances, state laws and federal laws pertaining to this type of business while performing services under this Agreement.

- 1.5 Contractor and its personnel shall not act as, nor will represent itself as, an agent of the County, ACCD, or a law enforcement agency while performing services under this Agreement.
- 1.6 Failure to comply with any or all of the requirements outlined herein may result in temporary or permanent removal of Contractor from ACCD's non-preference notification list and potential termination of this Agreement.

2. CONTRACTOR'S WRECKER TRUCKS

- 2.1 Contractor must operate at least one wrecker truck.
- 2.2 All Contractor's wrecker trucks used in providing services under this Agreement shall:
 - 2.2.1 Be registered in the State of Michigan.
 - 2.2.2 Be in compliance with all county and local ordinances and standards, as well as all applicable state and federal laws.
 - 2.2.3 Be well maintained and mechanically sound.
 - 2.2.4 Be clearly marked with Contractor's name, address, and telephone number.
 - 2.2.5 Not bear any markings suggesting it is a police vehicle.
 - 2.2.6 Not be operated if it is in need of repairs and cannot be safely driven.
- 2.3 Contractor shall complete Form B providing a complete list of its wrecker trucks and email (centraldispatch@allegancounty.org) or fax (269-673-6293) Form B to ACCD:
 - 2.3.1 Before providing services under this Agreement;
 - 2.3.2 In December of each year during the term of this Agreement; and
 - 2.3.3 For any wrecker truck that is added during the year.Contractor shall notify ACCD immediately if any wrecker trucks are removed from its fleet.
- 2.4 Contractor shall also send copies of its Wrecker Registrations with the State of Michigan to ACCD by March 15th of every year.

3. CONTRACTOR'S PERSONNEL

- 3.1 Contractor must have personnel available to provide towing services 24-hours-a-day, seven-days-a-week.
- 3.2 All Contractor's personnel performing services under this Agreement shall:
 - 3.2.1 Exhibit professional and courteous service to the public, public officials, and emergency services personnel.
 - 3.2.2 Comply with all county and local ordinances and standards, as well as all applicable state, and federal laws.
 - 3.2.3 Not use profanity, make obscene gestures, make threats or exhibit

other inappropriate behavior.

- 3.2.4 Not engage in any fraudulent, deceptive, or unethical business practices while performing services under this Agreement.
- 3.3 Contractor shall complete Form C listing all of its towing operators and email (centraldispatch@allegancounty.org) or fax (269-673-6293) Form C along with copies of each listed towing operator's driver's licenses to ACCD:
 - 3.3.1 Before providing services under this Agreement;
 - 3.3.2 In December of each year during the term of this Agreement; and
 - 3.3.3 For any towing operator that is added during the year.
 - 3.3.4 Contractor shall notify ACCD immediately if any towing operators are removed from providing service.
- 3.4 Contractor and its personnel shall cooperate with the County in the course of any investigation and shall make relevant records available for inspection and copying upon request.

4. RECEIVING AND ACCEPTING TOWING NOTIFICATIONS

- 4.1 Except under extenuating circumstances as determined by ACCD, Contractor shall be selected to receive non-preference towing notifications from ACCD based on a rotation, bid or other methodology per the effective Non-Preference Towing Services Policy established by the Allegan County 911 Policy and Procedure Board based on the service zone or areas to which Contractor has been assigned.
- 4.2 Upon entering into this Agreement, Contractor shall:
 - 4.2.1 Register with Curbside SOS and have the proper equipment and technology in place and current such that its dispatcher(s) (if applicable) and operator(s) are able to communicate, receive, and respond to towing notifications and assignments through the Curbside SOS software application.
 - 4.2.2 Give priority to towing notifications received from ACCD.
 - 4.2.3 Maintain an effective means of direct communication with its operator(s) at all times.
 - 4.2.4 Answer calls for service requests received through Curbside SOS within 3 minutes from 7:00 am and 10:00 pm and within 5 minutes between the hours of 10:00 pm and 7:00 am. If Contractor does not respond within the allotted timeframes, they will be considered unavailable for responding to an ACCD non-preference towing call. Multiple occurrences of unavailability may result in temporary suspension.
- 4.3 In the event the Curbside SOS app has a system-wide failure and verbal phone communication must be used by ACCD to request service, Contractor shall answer phone calls for service requests within five rings or Contractor shall be

considered unavailable for responding to an ACCD non-preference towing call. Multiple occurrences of unavailability may result in temporary suspension.

5. RESPONDING TO ACCEPTED TOWING NOTIFICATIONS

- 5.1 Once Contractor has been requested to respond on-scene by ACCD following a notification and acceptance process managed through the Curbside SOS software application, Contractor's shall:
 - 5.1.1 Have its assigned towing vehicle arrive on-scene within twenty minutes without violating any local ordinances or state laws in order to do so. In times of extenuating conditions (i.e., severe weather, snow, etc.), the County recognizes and accepts that Contractor's operator may take longer than the allotted twenty minutes to arrive on-scene.
 - 5.1.2 Inform ACCD if its assigned towing vehicle cannot arrive on-scene within twenty minutes of Contractor having accepted a towing notification, and to inform ACCD of when the estimated time of arrival will be. ACCD will then advise the on-scene officer requesting the non-preference wrecker of how long it will take, and the officer will make the final determination on whether Contractor should continue or cancel its efforts to respond.
- 5.2 The type of wrecker vehicle and equipment requested by ACCD is the type that is expected to arrive on-scene. Activities such as "run jumping" and sending affiliated services in place of the type of service called for are prohibited.
- 5.3 The monitoring of public safety radio frequencies for the purpose of arriving at the scene of any mishap without having received and accepted a towing request from ACCD is prohibited.
- 5.4 No transferring or subcontracting of responsibilities and duties to another towing service or operator is allowed.
- 5.5 If a towing request notification is cancelled by ACCD prior to Contractor's operator arriving on scene or hooking-up the vehicle, the vehicle owner/driver shall not be obligated to compensate the Contractor.
- 5.6 Failure of a Contractor's operator to arrive on-scene for a towing request which Contractor has accepted may result in the temporary or permanent suspension of Contractor.

6. VEHICLE TOWING

Contractor shall:

- 6.1 Remove all glass, debris, and other injurious substances from the scene (providing it is not hazardous material) pursuant to law.
- 6.2 Not remove a wrecked vehicle from the scene of an accident without authorization by a law enforcement officer.
- 6.3 Tow all vehicles to the following locations in order of authority:

- 6.3.1 Where directed by law enforcement;
- 6.3.2 Where directed by the registered owner of the vehicle upon receipt of full payment at the scene; or
- 6.3.3 To Contractor's designated vehicle storage facility within the service zone of the assignment.

7. VEHICLE STORAGE

- 7.1 Contractor shall own and operate a single designated vehicle storage facility (impound lot) within each assigned service zone as specified on Form A (unless otherwise approved by ACCD) where all vehicles towed under this Agreement are to be taken unless otherwise directed according to Section 6.3.
- 7.2 For vehicles stored by Contractor as a result of services rendered under this Agreement, Contractor's storage facility shall:
 - 7.2.1 Be clearly marked with signs that include the name of the business, regular business hours, and the business telephone number (including weekend and after-hours telephone numbers if applicable).
 - 7.2.2 Have a secure enclosure and fencing surrounding the outdoor area to be used for storing towed vehicles.
 - 7.2.3 Have a secure indoor area for storing vehicles and property that require indoor storage per law enforcement request.
 - 7.2.4 Be secured and locked by Contractor when the business is unattended.
 - 7.2.5 Be operated and maintained in compliance with all applicable local ordinances and state laws.
 - 7.2.6 Be subject to random visits by a designated County representative(s).

8. VEHICLE INSPECTION AND RELEASE

- 8.1 Contractor shall make vehicles available for inspection by anyone having a legal interest in any vehicles housed at the Contractor's storage facility.
- 8.2 In accordance with State law, Contractor must allow the vehicle owner to inspect the vehicle and retrieve personal property from the vehicle without paying a fee for the first visit. After the first visit, Contractor may not charge the vehicle owner more than \$25.00 for each additional visit.
- 8.3 Contractor shall promptly release vehicles to customers upon receipt of full payment.
- 8.4 Contractor shall be available to show vehicles for inspection or release vehicles to customers 24/7/365.
- 8.5 Contractor shall have its own telephone number and answer only in the Contractor's name.
- 8.6 Upon being contacted for a vehicle inspection or release, Contractor shall arrive at the storage facility to meet the requestor in less than 30 minutes.

- 8.7 Contractor shall not charge any additional fees to the customer if responding between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.
- 8.8 Contractor shall comply with any applicable laws relating to abandoned vehicles in the State of Michigan.

9. CHARGES FOR SERVICE

- 9.1 Contractor shall complete Form D – Rate Sheet documenting its fees and charges and email (centraldispatch@allegancounty.org) or fax (269-673-6293) Form D to ACCD:
 - 9.1.1 Before providing services under this Agreement;
 - 9.1.2 In December of each year during the term of this Agreement; and
 - 9.1.3 If there are any changes in services during any given year.
- 9.2 This rate schedule will be made available by ACCD to local law enforcement agencies in Allegan County and it will also be posted and annually updated on the ACCD webpage.
- 9.3 Rates submitted on Form D shall not significantly exceed the amount typically charged for such services by other service providers on file with ACCD. This provision is not designed to interfere with the business operations of Contractor, but to ensure that vulnerable motorists are not victimized.
- 9.4 Contractor shall assess customer charges according to its annual Rate Sheet as captured on Form D for all non-preference towing responses Contractor has accepted through a non-preference towing notification from ACCD and no other fees shall be charged.
- 9.5 ACCD and public safety agencies operating in Allegan County do not charge any fees for coordinating non-preference towing services and no such fees shall be added to customer charges by the Contractor.
- 9.6 More than one form of payment shall be accepted, which could include cash, credit card, check, or debit card with proper identification.
- 9.7 Contractor shall not assess a lien against or hold personal property except the towed vehicle. Unattached personal property contained within the towed vehicle shall not be held in lieu of payment for towing or storage charges/fees.
- 9.8 Copies of invoices from all non-preference towing calls billed to customers during each month shall be provided to ACCD via email (centraldispatch@allegancounty.org) or fax (269-673-6293) by the 5th day of the following month.
- 9.9 These invoices will be randomly selected and audited by ACCD on a monthly basis to ensure that Contractor is billing the customer according to the Rate Sheet on file with ACCD and all invoices will be destroyed by ACCD after 30 days.

Contractor: _____ Date: ____/____/____

Form A – Contractor’s Operations

Wrecker Zone: _____

Owner Name	
Owner Phone	
Owner Email	

	Business Office	Storage Facility
Street Address		
City, State, Zip		
Phone		
Phone (After Hours)		
Normal Daily Hours of Operation		
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		

Contractor shall not conceal or misrepresent any material facts when completing and submitting this form. This Agreement may be terminated immediately if any such concealment or misrepresentation comes to light.

Contractor: _____ Effective Year: _____

Form D – Contractor’s Non-Preference Towing Rate Sheet

FEE CATEGORY	REGULAR BUSINESS HOURS (8am - 5pm)	AFTER NORMAL BUSINESS HOURS
STANDARD TOWING SERVICE		
Motorist Assist/Service Call - Tire Change/Jump Start/Lock Out / etc.	Up to \$	Up to \$
Pull Out Only Fee	Up to \$	Up to \$
Hook-up Fee for Conventional Wrecker	Up to \$	Up to \$
Hook-up Fee for Flat Bed Service	Up to \$	Up to \$
Hook-up Fee for Motorcycle	Up to \$	Up to \$
Hourly Rates for winching / clean-up / dolly / drive shaft removal / tarping / cover / etc.	Up to \$	Up to \$
Mileage/Fuel Charge (Circle One-Way or Round Trip)	\$ Per Mile	One-Way Round Trip
AAA Provider (Circle Yes or No)	Yes No	
Vehicle Storage Fee – Outdoor	Up to \$	Maximum per 24 Hours
Vehicle Storage Fee – Indoor	Up to \$	Maximum per 24 Hours
Vehicle Storage – After Hours Gate Fee		\$
MEDIUM DUTY TOWING SERVICE (Loaded 14,000 – 26,000 Lbs.) if available		
Hook-up Fee	Up to \$	Up to \$
Hourly Rates for winching / clean-up / dolly / drive shaft removal / tarping / cover / etc.	Up to \$	Up to \$
Mileage/Fuel Charge (Circle One-Way or Round Trip)	\$ Per Mile	One-Way Round Trip
Vehicle Storage	Up to \$	Maximum per 24 Hours
HEAVY DUTY TOWING SERVICE (Loaded 26,000 Lbs.) if available		
Hook-up Fee	Up to \$	Up to \$
Hourly Rates for winching / clean-up / dolly / drive shaft removal / tarping / cover / etc.	Up to \$	Up to \$
Mileage/Fuel Charge (Circle One-Way or Round Trip)	\$ Per Mile	One-Way Round Trip
Vehicle Storage	Up to \$	Maximum per 24 Hours

Contractor shall not conceal or misrepresent any material facts when completing and submitting this form. This Agreement may be terminated immediately if any such concealment or misrepresentation comes to light.