CITY OF HIGH POINT AGENDA ITEM



TITLE: Eastside WWTP- Bar Screens 1 and 3
 JWC Environmental Inc.

FROM: Robby Stone – Public Services Director
 Derrick Boone – Asst. Public Services Director

PUBLIC HEARING: N/A

ADVERTISED DATE/BY: N/A

ATTACHMENTS: Quote

Sole Source Form

PURPOSE: To purchase two (2) fine bar screens and washer compactors that will replace the existing mechanical screens and compactors (1 and 3 slots) that are in poor condition at the Eastside Wastewater Treatment Plant (WWTP).

BACKGROUND: The Eastside WWTP has three mechanical bar screens at the plant influent that function as part of the preliminary treatment process. A bar screen is a mechanical filter used to remove large objects, such as rags and plastics, from wastewater (see picture below). The replacement of mechanical bar screen #2 was put out for bid and approved by the City Council on May 15, 2023. Two bids were received, and the lowest bidder was JWC Environmental Inc. with the Monster Fine Screen and Wash Press. The Public Services Department is requesting a sole source purchase of two additional Monster Fine Screens and Wash Presses to standardize with the fine bar screen and washer compactor that was previously purchased from JWC Environmental Inc. The quote is 2.8% more per bar screen than the May 2023 award.

BUDGET IMPACT: Funds for this project are available in the FY 2023-2024 budget.

RECOMENDATION/ACTION REQUESTED: Public Services is recommending that JWC Environmental Inc. be approved as a sole source vendor for the purchase of two (2) fine bar screens and washer compactors at the Eastside WWTP for \$522,000.

CITY OF HIGH POINT AGENDA ITEM





New Monster Fine Screen and Wash Press Eastside WWTP

CITY OF HIGH POINT AGENDA ITEM





New Monster Fine Screen and Wash Press Eastside WWTP



2850 S. Red Hill Ave Suite 125 Santa Ana. CA 92705 USA

Fax: 714.242.0240

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Please address Purchase Orders to:

JWC Environmental 2850 S. Red Hill Ave Suite 125 Santa Ana, CA 92705 USA Fax: 714.242.0240

To The Bidding Contractor Heyward NC Rep

> Phone 704-583-2305 ext 917

We thank you for your inquiry and are pleased to quote pricing and delivery on the equipment listed below. This quotation is subject to terms and conditions listed on the JWC Environmental "Terms and Conditions" page, and in Clarifications and Exclusions listed below.

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

High Point, NC - Eastside WWTP **Project Bid Date**

Quote Date 04/19/2024 FOB Origin 8 **Submittals** weeks after receipt of order **Expire Date** 07/19/2024 **Ship Equipment** 18 weeks after approval/release Terms Net 30 Days

Consulting Engineer None

Spec. Section Same spec as S/O 116426

LINE ITEMS

Part/Description Line No Qty 1 1

Monster Fine Screen - Channel #1

MFS (Monster FineScreen) Traveling FineScreen system suitable for handling up to 26.0 mgd in a channel 60" wide X 72" deep. Scope of supply to include:

* Traveling screen at 70deg with stainless steel 6mm perforated 1/8" thick curved panels, XPFC 230-460v/3ph/60Hz main motor (1750 rpm) and reducer, XPFC 230-460v/3ph/60Hz brush motor and reducer, 200mm pitch main chains with a breaking load of 15,000 lbf ea, spray piping with nozzles. wash-water valves, rotating brush, totally enclosed head structure, screenings discharge chute to a washer/compactor, all splash and safety quards, assembly fasteners, stainless steel general construction.

* Radar level sensors

2 1 Monster Wash Press - Channel #1

MWP3018 Monster Wash Press System suitable for handling up to 78 ft3/hr of screenings material as delivered by an intermittent-feed, open-channel screenings extraction system. Scope of supply to include:

- * 304 stainless steel inlet hopper with spray wash assembly, manual & explosion-proof solenoid valves (recommended wash water supply: 45 GPM at minimum 40 psi in 1" line).
- * 304 stainless steel tank with 6mm perforated screen, 300 mm dia, alloy steel Paddle Spiral Rotor with nylon brush, 45 degree compaction elbow, 650 mm (25.6") tapered discharge tube with 45 degree transport elbow, 18" transport tube, stainless steel spray wash assembly with manual & explosion-proof bronze solenoid valves, qty. 4" NPT liquid drain connections, 123.3:1 right-angled speed reducer, 5 HP XPFC explosion-proof 460v/3ph/60Hz electric motor coated with green epoxy paint.
- * 30006-0018 Muffin Monster with 18" cutter stack using 7-tooth cam cutters in hardened alloy steel, tungsten carbide mechanical seals with BUNA-N elastomers rated for 60 psi, green epoxy-coated gray iron end housings & scraper side rails, 29:1 speed reducer and 10 hp XPFC explosion-proof 460v/3ph/60Hz electric motor.



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Quote # 71078

Main Control Panel - Channel #1

PC2510 Controller suitable for controlling this system. Scope of supply to include:

* Stainless steel enclosure (rated NEMA 4X) accepting 460v/3ph/60Hz input power, including a rotary disconnect switch with circuit breaker, magnetic motor starter for screen, screen brush, grinder & auger, jam-sensing current transformers for all motors, an Allen-Bradley CompactLogix PLC, and a Red Lion operator interface terminal.

4 1 Local Control Panel - Screen - Channel #1

NEMA 7 rated enclosure with hand/off/auto switch for screen motor, forward/off/reverse switch for screen motor, hand/off/auto switch for brush motor, and system e-stop push button.

5 1 Local Control Panel - Compactor - Channel #1

NEMA 7 rated enclosure with hand/off/auto switch for grinder motor, forward/off/reverse switch for grinder motor, hand/off/auto switch for auger motor, forward/off/reverse switch for auger motor, and system e-stop push button.

6 1 Monster Fine Screen - Channel #3

MFS (Monster FineScreen) Traveling FineScreen system suitable for handling up to 26.0 mgd in a channel 60" wide X 72" deep. Scope of supply to include:

* Traveling screen at 70deg with stainless steel 6mm perforated 1/8" thick curved panels, XPFC 230-460v/3ph/60Hz main motor (1750 rpm) and reducer, XPFC 230-460v/3ph/60Hz brush motor and reducer, 200mm pitch main chains with a breaking load of 15,000 lbf ea, spray piping with nozzles, wash-water valves, rotating brush, totally enclosed head structure, screenings discharge chute to a washer/compactor, all splash and safety guards, assembly fasteners, stainless steel general construction.

* Radar level sensors

7 1 Sliuceway - Channel #3

11" wide, 12ga. U-trough with covers and support stands as required, 304 stainless steel general construction. Includes sparge.

8 1 Monster Wash Press - Channel #3

MWP3018 Monster Wash Press System suitable for handling up to 78 ft3/hr of screenings material as delivered by an intermittent-feed, open-channel screenings extraction system. Scope of supply to include:

- * 304 stainless steel inlet hopper to connect to sluice.
- * 304 stainless steel tank with 6mm perforated screen, 300 mm dia. alloy steel Paddle Spiral Rotor with nylon brush, 45 degree compaction elbow, 650 mm (25.6") tapered discharge tube with 45 degree transport elbow, 96" transport tube, stainless steel spray wash assembly with manual & explosion-proof bronze solenoid valves, qty. 4" NPT liquid drain connections, 123.3:1 right-angled speed reducer, 5 HP XPFC explosion-proof 460v/3ph/60Hz electric motor coated with green epoxy paint.
- * 30006-0018 Muffin Monster with 18" cutter stack using 7-tooth cam cutters in hardened alloy steel, tungsten carbide mechanical seals with BUNA-N elastomers rated for 60 psi, green epoxy-coated gray iron end housings & scraper side rails, 29:1 speed reducer and 10 hp XPFC explosion-proof 460v/3ph/60Hz electric motor.

9 1 Main Control Panel - Channel #3

PC2510 Controller suitable for controlling this system. Scope of supply to include:

* Stainless steel enclosure (rated NEMA 4X) accepting 460v/3ph/60Hz input power, including a rotary disconnect switch with circuit breaker, magnetic motor starter for screen, screen brush, grinder & auger, jam-sensing current transformers for all motors, an Allen-Bradley CompactLogix PLC, and a Red Lion operator interface terminal.

10 1 Local Control Panel - Screen - Channel #3

NEMA 7 rated enclosure with hand/off/auto switch for screen motor, forward/off/reverse switch for screen motor, hand/off/auto switch for brush motor, and system e-stop push button.



JWC Environmental 2850 S. Red Hill Ave Suite 125

Santa Ana, CA 92705 USA

Fax: 714.242.0240

Quote #		71078 Page: 3
11 1	1	Local Control Panel - Compactor - Channel #3 NEMA 7 rated enclosure with hand/off/auto switch for grinder motor, forward/off/reverse switch for grinder motor, hand/off/auto switch for auger motor, forward/off/reverse switch for auger motor, and system e-stop push button.
12 1	1	Lot – Operations and maintenance manuals
13 1	1	Start-up assistance and training By factory trained personnel, not to exceed 4 days on 2 trips
14 1	1	Warranty 1 year standard.
15 1	1	Shipping & Handling

Price \$ 522,000.00

Comments

- 1. See attached standard JWC Terms and Conditions of Purchase.
- 2. Anchor bolts are to be provided by others and are to be appropriate to the physical conditions and equipment.
- 3. The quoted screens will be identical to the existing screen sold under sales order 116426, The washer/compactors will be similar to the existing one sold under sales order 116426 with variations in the inlet hopper and discharge tube arrangements.
- 4. Reference drawing MFS-GA-HIGH POINT rev X1 for proposed equipment layout.

Clarifications and Exceptions

- 1. Unless specifically stated above, this quotation does not include installation, bonds, sales taxes, use taxes, disconnect switches, anchor bolts, hydraulic fluid, mounting frames, guide rails, field wiring, spare parts, or special tools.
- 2. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.
- 3. All quotes on orders over \$250,000 include milestone payments of 30% on Approved Submitttals; 70% on Shipment.



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JWC ENVIRONMENTAL TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 ½% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Sellers documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Sellers until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Sellers determination

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Sellers. Product must be returned to Seller at Buyers expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT AT ANY TIME

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTAIL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.



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EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITIONS THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ASSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HEREWITH CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

F360JWCE0107

FINANCIAL SERVICES

Purchasing Division



(For Items Costing \$10,000,00 or More)

Requisition # Statutory Reference N.C.G.S. 143-129(e)6
Vendor: JWC Environmental Inc.
Two (2) fine bar screens and washer compactors Justification:
The Public Services Department is requesting a sole source purchase of two additional Monster Fine Screens and Wash Presses to standardize with the fine bar screen and washer compactor that was previously competitively bid and purchased from JWC Environmental Inc.
Estimated expenditure for the above item(s): \$522,000.00
Accounting Unit and Account(s): 421779-533701-40202
CHECK ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE. <u>ATTACH A MEMO CONTAINING JUSTIFICATION AND SUPPORT</u> <u>DOCUMENTATION.</u>
Performance or price competition for a product are not available.
2. A needed product is available from only one source of supply.
3. Standardization or compatibility is the overriding consideration.
4. The parts/equipment are required from this source to permit standardization.
None of the above applies. A detailed explanation and justification for this sole source request is contained in attached memo and supportdocumentation.
The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the material or service described in this sole source justification be authorized as a sole source for the material or service.
Department Head/Authorized Personnel Robby Stone Digitally signed by Robby Stone Date: 2024.04.25 10:35:27 -04'00'
Department/Division Public Services - Eastside WWTP Date 4-25-2024
APPROVAL PROCESS
Purchasing Manager Candy E. Harmon Digitally signed by Candy E. Harmon Date: 2024.04.26 16:16:34 -04'00'
Financial Services Director Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2024.04.26 16:48:13 -04'00'
City Council (\$30,000 – Up)