



October 1, 2026

Mr. John Reedy
Chief Operations Administrator
Harrisburg School District
2291 N. 7th Street
Harrisburg, PA 17110
(Email: JReedy@hbgsd.us)

RE: District Wide Assessment of IAQ/IEQ Environmental Parameters of Selected Schools and
Administration Buildings in the Harrisburg School District
File Number P2967.2026

Dear Mr. Reedy,

Thank you for the opportunity to provide the Harrisburg School District (HSD) with the following proposal regarding the evaluation of Indoor Environmental Quality/Indoor Air Quality (IEQ/IAQ) parameters (including the following: total volatile organic compounds (TVOCs), airborne particulates (in a variety of IAQ relevant particle sizes), temperature, relative humidity, carbon dioxide and carbon monoxide) in various areas (see Scope of Work, below) of the Harrisburg School District occupied buildings. A representative sampling for airborne mold spores from selected locations in each building will also be included, however, because of the limited nature of the mold sampling, positive results will likely require (as a follow-up separate project) an additional evaluation and sampling to determine the source and cause.

These direct read parameter and airborne mold spore evaluations are intended to help determine whether the current operational parameters, ventilation and filtration are adequate and good indoor air quality is being achieved or are there issues needing correction from an operational or maintenance perspective. The project progression would be to investigate and sample, shortly after the school year has ended, a number of areas in 7 schools or district buildings in the summer of 2027 and a number of areas in 7 different schools or district buildings in the summer of 2028, with each school or district buildings sampled every other year. Evaluations during the summer (Mid-June to early July, 2027 for Phase 1 and Mid-June to early July, 2028 for Phase 2) will offer more useful data, as relative humidity (% RH) specifically will be a potential serious issue at that time of year that needs to be addressed. For best coverage, different rooms would be evaluated for the retests during the next full sampling phase (summer of 2029 and 2030), except for rooms from the previous phase that were found to have notable IAQ/IEQ issues which would be rechecked to both confirm continued good results or to indicate a need for additional corrective actions.

SCOPE OF WORK

The following schools under the jurisdiction of the Harrisburg School District will be evaluated:

Summer of 2027

- Scott
- Ben Franklin
- Downey
- Melrose
- Hamilton
- Steele
- Lincoln

Summer of 2028

- Rowland
- Marshall
- Camp Curtain
- SciTech
- John Harris
- Annex
- 1010 N. 7th Street

The areas in each school to be evaluated include but are not limited to the following: classrooms, Nurse's Suites, common areas such as the cafeteria, the library, and the gym (which may also serve as the cafeteria in some schools).

The following services are included in the proposed Scope of Work:

- Total volatile organic compounds (TVOCs)
- Airborne Particulates (in a variety of IAQ relevant particle sizes ranging from approximately 1u to 10u)
- Temperature
- Relative Humidity
- Carbon Dioxide
- Carbon Monoxide
- Total Airborne Mold Spores (75 **interior** samples will be collected during each phase)
- Total airborne mold spore evaluations require at least one (1) outside sample collected at each building for comparison purposes

Sampled rooms or areas that indicate problems with the ventilation systems based on the direct read IAQ parameters listed above or from potentially high mold spore counts may require an additional follow-up evaluation as a separate project. E2S will be evaluating up to 300 Classrooms and/or spaces per year (phase) and a total of up to 600 in a two-year period, for the direct read parameters and **if accessible**, a measurement of airborne particulates, temperature, relative humidity, carbon dioxide and carbon monoxide will be taken at a supply vent from the HVAC or the top vent of a unit ventilator. Each room evaluated will also have a general visual inspection for stained ceiling tiles (just stained or with

suspected mold growth and how many) and the presence of potential suspected mold growth (on the tiles and on other surfaces) which may be sampled with a tape lift for follow-up lab analysis if authorized or a digital photo may be taken.

After the airborne mold spore results are received from the lab, a comparison to locations with suspected mold on surfaces may be used to determine an area for follow-up sampling, or this may be used to trigger authorization of collected surface mold tape lift samples. The inspection will also include whether any windows were open during the inspection, which can make the CO₂, CO, % RH, particulate and temperature results much less accurate and can cause the airborne mold spore sample to mirror the outside mold results which are generally much higher outside during early summer. It is essential that the HVAC system (central, unit ventilator/Airedale or other) actually be in operation during E2S's evaluation (if outside temperatures do not require heating or cooling, system fan operation would still provide information on filtration, circulation, and to a lesser extent particulate counts, the most important aspects of the HVAC system in this situation).

The **air quality parameter assessment** will be sampled using calibrated direct read instrumentation, a Met One Aerocet 531S (or equivalent) for airborne particulate (this unit is designed to provide size ranges, mass readings and concentrations in each size range (PM1, PM2.5, PM 4 or 5, PM10 and PM Total size fractions), a TSI Q-Trak (or equivalent) for temperature, relative humidity, carbon dioxide and carbon monoxide and a Rae Systems MiniRae or ppbRae 3000 (or equivalent) for TVOCs. In addition to the visual inspection, E2S will also note the presence of unusual odors (mustiness, fuel or solvent odors, waste odors, sewage odors – as from dry floor drains, etc.) or other environmental concerns, such as mentioned previously, but not limited to stained ceiling tiles that could indicate condensation or water leaks leading potentially to airborne mold spores and suspected surface mold growth (If mold growth is observed during our evaluation on ceiling tiles, it will be reported and should be removed and bagged ASAP for disposal). If suspected mold is observed on other surfaces and it is accessible, a tape lift sample may be collected and the District will be notified and E2S will forward the sample(s) to a certified laboratory for analysis once permission is granted by the District. Analysis of the mold tape lift samples will be an additional charge (via unit pricing) – see Fee section). The project report will include for each building evaluated, an **Air Quality Parameter** evaluation for the rooms inspected.

SCHEDULE AND LIMITATIONS

E2S will proceed with the project upon receipt of a signed copy of the attached Authorization agreement or a purchase order.

EXCLUSIONS

For the valuation, all ventilation systems that can be operated in a building in general (and in the rooms of interest specifically) must be operational (at least in fan mode) with recently replaced filters installed, (filters should be the highest efficiency the units can operate with normally and E2S should be provided with the MERV rating on the installed filters). E2S's report will note whether the HVAC unit servicing the evaluated room were operational at the time of E2S's visit. Conducting the project in this way will give the best representation (baseline) of the air quality in the rooms. This proposal includes only those services outlined in the Scope of Work. Any additional tasks

will be reviewed with the client as they are identified and may be performed as an authorized addition to this project or as a separate proposal. Efficiency and normal operation of the HVAC systems will be evaluated based on the % RH, the CO₂ concentration and the particulate results all of which will be compared primarily to outside results for the same parameters.

FEE

Our **Not-to-Exceed** cost to provide the services outlined in the above Scope of Work for Phase 1 (Summer of 2027) is \$13,455 and for Phase 2 (Summer of 2028) is \$13,570 for a total of Twenty-Seven Thousand Twenty-Five Dollars (\$27,025.00), which includes (as Phase 1) up to 5 days of onsite inspection time by an IAQ Professional for the evaluation of up to three hundred (300) rooms or spaces in 7 buildings including the analysis of up to seventy-five (75) interior mold air samples with 48 hour turn-around-time (at end of school year - early summer 2027) referred to as Phase 1 with a repeat (as Phase 2) of up to 5 days of onsite inspection time by an IAQ Professional for the evaluation up to Three hundred (300) rooms in the remaining 7 Schools including the analysis of up to seventy-five (75) interior mold air samples (at end of school year - early summer 2028) referred to as Phase 2. When all of the observations and results as per the Scope of Work above, are received from the IAQ Professionals for a completed Phase, all of the project data from the site visits for each building evaluated during that phase will be reviewed, and a report for each building evaluated will be prepared and forwarded to HSD with the process repeated for Phase 2. This pricing includes travel time, mileage, equipment fees and labor.

If any **mold surface samples are collected and authorized for analysis, they will be analyzed with a fee adjustment of \$29.50 per surface mold sample for 48 Hour Turn-Around-Time.** Surface mold samples will be collected from suspected mold at E2S's discretion but forwarded for analysis only with the District's authorization. These additional fees **are not** included in the Not-to-exceed fee above (which does include the specified airborne mold samples) and include laboratory analysis (with 48-hour lab analysis turnaround). Due to time limitations and the large number of locations to be evaluated during this project, it is preferred that confirmation and evaluation of potential IAQ issues suspected during the onsite phase of this evaluation be addressed as a separate project/visit when a more detailed evaluation can be performed. If mold air samples beyond the included 75 samples per phase are collected because of observed problems and the additional samples are authorized by the client for analysis, they will be forwarded to the certified microbiology lab (EMSL Analytical) and invoiced at **\$34.50 per air sample for 48 Hour Turn-Around-Time.**

Thank you for the opportunity to present Element Environmental Solutions (E2S) as a potential partner in your environmental management efforts. Should you have questions or require additional information, please contact me.

Please review the enclosed Conditions and acknowledge your acceptance of them by signing and returning to us a copy of this proposal [P2967.2026], by scanning and emailing.

The issuance of a Purchase Order in response to this proposal also constitutes acceptance. We look forward to working with you on this project.

Sincerely,
E2S, Inc.



Daniel Gensemer
Principal, IAQ

Reviewed and Accepted:

Signature

Printed Name and Title

Date

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** References to "E2S" herein mean Element Environmental Solutions, Inc., and references to "CLIENT" mean the party (e.g., the corporation, company, partnership, firm, other business entity, etc.) to which the E2S's proposal is addressed. References to the "Agreement" mean these General Terms and Conditions and the E2S proposal attached hereto that references these General Terms and Conditions. The General Terms and Conditions are valid for any goods or services provided by E2S to the CLIENT.

2. **STANDARD OF CARE.** E2S agrees to exert the degree of care and skill in the performance of its services normally exercised by similar professionals under similar circumstances. No warranties or guarantees are expressed or implied, by operation of law or otherwise, including any warranty of fitness for particular purpose, by E2S regarding the services provided under this Agreement. The services provided by E2S are solely for the benefit of the CLIENT and the CLIENT shall not use project documents for any purpose other than for the specified use in connection with this project. E2S will comply with all federal, state and municipal laws, regulations, and ordinances throughout the performance of the work activities described in this Agreement. These services will be performed using the degree of skill and care normally exercised by other reputable members within E2S's profession, conducting similar activities under similar conditions and in similar locations. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY E2S'S PROPOSAL OR ANY CONTRACT OR WRITTEN OR ORAL REPORTINGS RESULTING FROM ANY PROPOSAL.

3. **PRICING AND PAYMENT TERMS.** The pricing, quantity of goods, and time of delivery mentioned in the proposal are not binding on E2S, but E2S will make all efforts to fulfill the stated estimates. E2S reserves the right to increase a quoted fee in the event that the CLIENT requests a variation to the work agreed. "Reimbursable Expenses" are the actual expenses plus E2S's standard markup to cover administrative costs incurred by E2S or E2S's consultants hired, directly or indirectly, in connection with the project, such as expenses for transportation, long distance telephone calls, photocopy charges, drawings, specifications, binding documents, computer time and the rental or use of specialized equipment and other items used in the project. Fees and Reimbursable Expenses under this Agreement will also include any state or local sales or use tax.

Payment shall be made by CLIENT within sixty (60) days from the date of the invoice. E2S reserves the right to require payment at any time prior thereto if, in good faith, it believes that the prospect of payment is impaired. Interest at the rate of 2.5% per month shall accrue for late payment beginning sixty (60) days after the date of invoice. E2S may suspend or terminate its performance under this Agreement upon written notice to CLIENT if at any time any fees or costs are due and outstanding for a period of more than 60 calendar days from the date of invoice. In the event of a suspension, CLIENT agrees to reimburse E2S for all increases in costs of its services caused by the suspension, including profit on the increased cost of performance and expenses related to demobilization and remobilization, if any. In the event of delays through no fault of E2S and due to CLIENT's conduct, the CLIENT shall pay all costs which have been reasonably incurred by E2S in suspending the services, including all costs incurred in reactivating the services. This is in addition to compensation for services performed and costs incurred prior to suspension.

Opinions of probable construction and related costs, financing and acquisition of land and right-of-ways prepared by E2S represent its judgment as a design professional and are supplied for the general guidance of the CLIENT. Since E2S has no control over cost of labor, materials, equipment, or services furnished by others, over contractors' methods of determining prices, over costs of financing, acquisition of land or right-of-ways, or over competitive bidding, market or negotiating conditions, E2S does not guarantee that any such opinions will not vary from actual costs or contractors' bids to the CLIENT.

If any amount of the invoice is disputed by the CLIENT, the CLIENT shall inform E2S of the grounds for such dispute within seven (7) days of delivery of the invoice and shall pay to E2S the value of the invoice less the disputed amount in accordance with these payment terms. Where E2S requires payment of a deposit, the CLIENT acknowledges that the deposit is not refundable. All fees are exclusive of value added taxes which will be added to invoices where appropriate.

The CLIENT shall supply, in a timely fashion and without charge, all necessary and relevant information (including any relevant instructions, consents and approvals) in CLIENT's possession and available to CLIENT and CLIENT's agents, contractors or consultants. If E2S has to carry out additional, repeat or revised work as a result of further or delayed information received, E2S shall appropriately advise the CLIENT who shall be responsible for payment of any such services using E2S's hourly rates in force at the time.

The CLIENT or E2S may, from time to time, during the course of the work, request changes or modifications in the scope of services to be performed hereunder. Such changes and/or modifications, including any increase or decrease in the amount of E2S's compensation, which are mutually agreed upon between CLIENT and E2S, shall be incorporated in written amendments to this Agreement. In the event the CLIENT desires additional work performed, which is not covered by the Agreement, the parties shall execute an amendment to this Agreement, and E2S shall be paid for the additional work in accordance with the terms and conditions set forth in this Agreement.

4. **ELECTRONIC FUNDS TRANSFER.** By providing a check as payment, you authorize E2S to use information from your check to make an electronic funds transfer from your account, from time to time, or to process the payment as a check transaction for any amount due to E2S. If your payment is late or returned unpaid, including due to insufficient or uncollected funds in your account, you authorize E2S to make an electronic funds transfer from your account to collect a sum equal to the applicable late fee in accordance with the Agreement, and/or the returned or insufficient funds fee charged by the financial institution.

5. **INSURANCE.** E2S agrees to maintain workers compensation and employer's liability, commercial automobile, commercial general liability and architect's and engineer's professional liability insurance coverage and to provide copies of insurance certificates for these policies to the CLIENT upon request. E2S will obtain additional insurance coverage upon the request of the CLIENT as is generally available provided, however, that the cost to purchase, administer and otherwise maintain such insurance shall be paid by the CLIENT to E2S as a change in scope of services.

6. **INDEMNIFICATION.** Subject to the monetary limitations as set forth in Section 8 below, each party agrees to indemnify, hold harmless, and defend the other form and against all claims, losses, expenses, costs and liabilities (inclusive of reasonable attorneys' fees) for property damage/destruction and bodily injury, caused by negligence, or willful misconduct perpetrated by the indemnifying party and/or its employees, agents, representatives, and subcontractors.

7. **CONSEQUENTIAL DAMAGES.** In no event will E2S be liable for incidental, special, or consequential damages, direct or indirect, exemplary or punitive damages arising from the services rendered, irrespective of whether the claim rises from negligence, errors, or omissions, strict liability, performance of services, actual or alleged breach of contract or warranty, indemnification, contribution or any legal theory. In no event will E2S be liable for lost profits, costs, or losses associated with services rendered in excess of the contract price or fees paid allocable to the services which give rise to the claim, whichever is less.

8. **LIMIT OF LIABILITY.** UNLESS EXPRESSLY AGREED TO THE CONTRARY, DAMAGES INCURRED BY THE CLIENT, OR WITH RESPECT TO WHICH CLIENT IS THREATENED AS A RESULT OF ANY ACTION OR FAILURE TO ACT ARISING OUT OF E2S'S WORK (WHETHER NEGLIGENCE OR BREACH OF CONTRACT) SHALL IN NO EVENT EXCEED THE CONTRACT PRICE OR FEES PAID BY CLIENT IN CONNECTION WITH THE WORK, WHICHEVER IS LESS. CLIENT SHALL INDEMNIFY, DEFEND AND HOLD E2S HARMLESS FROM AND AGAINST ANY AND ALL COSTS, DAMAGES, LOSSES, LIABILITY, AND ACTIONS TO WHICH E2S MAY BE SUBJECT, OR WHICH IT MAY BE THREATENED AS A RESULT OF ANY ACT, CLIENT OR ITS REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS DO, OR FAIL TO DO, IN CONNECTION WITH THE PROJECT OF WHICH THE WORK IS A PART; OR AS A RESULT OF CLIENT TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

9. **DELIVERY.** Delivery by E2S of written reports, documents and other goods will be deemed to have taken place when the reports, documents, and goods are handed to the custody of the CLIENT at his premises or to a messenger or courier when posted. E2S will be entitled to charge the CLIENT for any expenses of delivery other than normal postage charges. If an order is, at the CLIENT's request, sent electronically, the time recorded on the sending equipment shall be deemed the time of delivery, system delays notwithstanding. Electronic dispatch may be provided upon request and at the CLIENT's risk. E2S reserves the right to substitute conventional delivery methods without notice or penalty should electronic dispatch prove inconvenient.

10. **TERMINATION.** The CLIENT may terminate this Agreement upon ten (10) days written notice, provided that the CLIENT will be responsible for any and all costs, charges, and expenses already

incurred, or to be incurred by E2S, including but not limited to all costs incurred for the mobilization and demobilization of services, reimbursements to suppliers and contractors, fees, administrative costs and expenses, claims by others and any charges that will be levied by the list-owner on account of his expenses.

In addition to other available legal remedies, E2S may terminate this Agreement in the event the CLIENT fails to make payments promptly when due, pursuant to Section 3 above, or if E2S has reason to believe the CLIENT will be unable to make any such payments.

11. **CONFIDENTIALITY.** Both parties shall maintain strict confidence and agree that they shall not use or disclose, without the prior consent of the other party, any information or material relating to this Agreement, services, each party's respective business, including any proposal and/or pricing (collectively the "Confidential Information"). E2S will not disclose, without prior written approval by the CLIENT, any information provided to E2S by the CLIENT that is designated by the CLIENT in writing as "Confidential Information." The term "Confidential Information" shall not include information that (i) is already in the possession of either party as of the date of its disclosure, unless held under a duty of non-disclosure, (ii) is or becomes generally available to the public other than as a result of a disclosure by either party, (iii) is provided to the parties through a third party or another party at any time, or (iv) either party is required by law, regulation, code or other Federal, state, or local government requirement to disclose such information. The CLIENT agrees that any such disclosure is not a breach of contract and E2S shall not be held liable in any respect for disclosure of information under these circumstances. The CLIENT agrees that E2S may use CLIENT's name and general description of E2S services in providing qualification information to other clients and prospective clients. All E2S financial, technical, schedule and cost information provided to the CLIENT in proposals or written correspondence is proprietary and shall not be disclosed or made available, directly or indirectly, to third parties whether E2S is the successful bidder or not the successful bidder for any scope of services. Notwithstanding the foregoing, E2S understands and agrees that the terms and existence of this Contract constitute a public record pursuant to the Pennsylvania Right-to-know Law, and will be disclosed without advanced notice to E2S in response to a properly received Right-to-know Law request.

12. **OPERATIONS AND RIGHT OF ENTRY.** CLIENT will arrange for all access necessary to perform the work activities at the site as described in the proposal. E2S personnel possess the training and skills to conduct the work activities presented in this Agreement. CLIENT agrees to provide E2S with written notification of any subsurface or surface features including but not limited to: utilities, public or private; underground storage tanks; and/or buried debris. E2S is not responsible for damage/destruction or loss due to undiscovered, unidentified, or unknown subsurface and surface features, whether owned by CLIENT or a third-party, except to the extent that the damage/destruction or loss was caused by negligence by E2S. CLIENT, at CLIENT's expense shall furnish E2S all documents and information known to CLIENT that relate to the identity, location, quantity, nature or characteristics of any asbestos or hazardous materials at, on, or under the site. In addition, CLIENT will furnish such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by E2S for proper performance of its service.

E2S shall be entitled to rely on the accuracy and completeness of CLIENT-provided information in performing the services required under the Agreement. CLIENT-provided documents will remain the property of the CLIENT. CLIENT shall mark the location of all underground utilities affecting the job site. E2S assumes no liability for the accuracy or completeness of these markings. CLIENT shall arrange for proper disconnection or de-energizing of utilities as requested by E2S. In addition, CLIENT shall, to the fullest extent permitted by law, waive any claim against E2S, and indemnify, defend, and hold E2S harmless from any claim of liability for injury or loss arising from damage to or contact with buried utility lines or other man-made objects that were not identified to E2S by CLIENT or which were not properly located on drawings furnished to E2S.

13. **FAILURE TO FOLLOW RECOMMENDATIONS.** CLIENT acknowledges that the findings, recommendations and conclusions provided by E2S are based solely on professional interpretation of observations of conditions as they existed at the time of the site inspection and on information obtained while conducting the scope of services for this project. If the findings or recommendations are not implemented or acted upon within a reasonable period of time, there can be no assurances that intervening factors will not arise which may affect the findings and recommendations provided. In addition, data available from further inspections, assessments, subsurface explorations, sampling and testing of the property may modify or indicate the need to modify the findings and conclusions provided. E2S assumes no responsibility for damages (consequential or otherwise) arising from any such subsequent data, information or situations that are identified but not brought to E2S's attention. E2S shall not be liable for any claims that may arise through the course of implementing any of E2S's plans, specifications, or recommendations when E2S is not retained to observe, direct and supervise such implementation.

14. **HAZARDOUS MATERIALS AND DISPOSAL.** It is understood and agreed that E2S has no responsibility as a handler, generator, operator, treater, transporter or disposer of hazardous or toxic substances, including asbestos and that CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation, and disposal of any hazardous substances or constituents found or identified in any sample collected by E2S. All samples of hazardous substances or materials containing hazardous substances (whether soil, water, sludge, or any other material collected as a result of testing or sampling) shall become and remain the property of the CLIENT and will be returned to the CLIENT after laboratory analysis are completed and the CLIENT shall have responsibility for the proper handling and disposal of all such samples and materials. Any and all testing or sampling equipment, clothing, expendables, or supplies which cannot be decontaminated will also become the property of the CLIENT subject to the CLIENT's responsibilities as previously outlined.

15. **DOCUMENTS.** All documents, including drawings, specifications, reports, estimates, field notes, and digitized versions thereof, furnished by E2S under this Agreement shall be the property of the CLIENT. It is agreed that E2S shall be entitled to keep copies of all documents. E2S shall have the right to use the intellectual property contained in such documents. All proprietary information of E2S shall remain the property of E2S. Documents furnished by E2S under this Agreement are not to be reused by the CLIENT or any other person for extensions of the project for which they were prepared or on any other project. Any reuse of the documents without specific written verification or adaptation by E2S will be at the CLIENT's sole risk and without liability to E2S and CLIENT shall indemnify and hold E2S harmless from any claims or damages resulting from such reuse. Any verification or adaptation of the documents by E2S will entitle E2S to further compensation.

16. **EMPLOYMENT OF PERSONNEL.** Subject to the prior written consent of E2S, the CLIENT shall not induce to employ, whether as an employee, agent, partner or consultant, any employee of E2S directly associated with delivery of the services. CLIENT shall pay E2S an amount equal to the annual salary plus benefits in the event that the Client hires any E2S or former E2S employee within one year after the termination of this Agreement.

17. **NO THIRD PARTY BENEFICIARIES.** This Agreement is made solely for the benefit of the parties hereto and nothing herein is to be construed as conferring any right or benefit on any third party. It is the expressed intent of the CLIENT and E2S that they are the sole beneficiaries of the terms of this Agreement and there are no third party beneficiaries to this Agreement.

18. **FORCE MAJEURE.** E2S nor any of its principals or employees shall be liable for any failure or delay in performance due under this Agreement, in whole or in part, to fire, explosion, natural disaster, labor disputes, raw materials, fuel or power shortages, act of governmental authorities, delays in transportations, quarantine restrictions, substantial modification of the scope of work or to any cause of any nature beyond E2S's control. E2S shall have the right to apportion services on such basis as may appear to it to be equitable.

19. **NOTICE.** All written notices to be served or given to the CLIENT pursuant to this Agreement shall be sent or delivered to the CLIENT's residence, office or usual place of business and shall be treated as having been given upon receipt.

20. **GOVERNING LAW.** This Agreement shall be governed by, and constructed in accordance with, the laws of the Commonwealth of Pennsylvania.

21. **SEVERABILITY.** The validity or enforceability of any provision of this Agreement shall in no way effect the validity or enforceability of any other provision and to that extent the provisions of this Agreement are declared to be severable.

22. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and any modification, revision or alteration thereof shall not be valid unless in writing and signed by the parties thereto.

23. **BINDING EFFECT.** The provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties.