

**EXHIBIT D
FEES AND PAYMENT**

1. **Fees for Required Services:** In consideration of the Required Services set forth Exhibit B of this Agreement and the JOC System License granted to Owner, Gordian shall be paid Fees according to the following schedule.
 - a) **JOC System License Fee:** Owner shall pay Gordian a JOC System License Fee equal to 1.95% of the value of the work ordered. The JOC System License Fee shall be payable when a Job Order is issued to the JOC Contractor.
 - b) **Job Order Development Fee:** Owner shall pay Gordian a Job Order Development Fee of 3.05% of the value of work ordered. The Job Order Development Fee shall be payable when a Job Order is issued to the JOC Contractor.

2. **Fees for Optional Services:** In consideration of the optional Project Management Services or Additional Services set forth set forth in Exhibit B of this Agreement, Gordian shall, in addition to the applicable fees for the Required Services, be paid fees according to the following schedule:
 - a) **Project Management Fee:** Owner shall pay Gordian a Project Management Fee equal to 5.95% of the value of work ordered for requested Project Management Services. The Project Management Fee shall be payable upon completion and acceptance of the work by Owner, except at Gordian's election Job Orders requiring more than 60 days to complete may be invoiced monthly on a percentage of completion basis.
 - b) **Additional Services Fee:** Owner shall pay Gordian fees for Additional Services at the rates set forth in the Underlying Contract.

3. **Invoicing and Payment:** Gordian shall submit invoices for the Services to Owner monthly. Invoices for Fees shall include a description of all work ordered through the JOC program during the month. Invoices for Additional Services shall include a detailed description of the Additional Services provided during the month. Owner shall pay Gordian's invoices within 30 calendar days from the invoice date. Any invoice not disputed by Owner in writing within 14 calendar days from the invoice date shall be deemed proper. In the event of a dispute, Owner shall pay all undisputed invoice amounts within 30 days of the original invoice date.

4. **Contractor License Fee:** It is understood that Gordian shall charge participating construction contractors a Contractor Licensing Fee ("CLF") of one percent (1%) of the value of the work ordered for the JOC Contractors' access to the Gordian's proprietary construction data and JOC applications. Gordian shall be responsible for all administrative duties relating to the invoicing and collections of the CLF.