

**Agreement No. 26-55****AGREEMENT BETWEEN CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF  
SAN MATEO COUNTY AND GEOMATE INC.**

This Agreement is entered into by and between the City/County Association of Governments of San Mateo County, a joint powers agency whose members include the County of San Mateo and the twenty incorporated cities and towns within San Mateo County (“C/CAG”) and GeoMate Inc. (“Consultant”) (together the “Parties”) on November 1, 2026.

**RECITALS**

C/CAG, is the Congestion Management Agency and County Transportation Agency for San Mateo County, and is responsible for the regular update of the *San Mateo County Comprehensive Bicycle and Pedestrian Plan*; and

C/CAG has determined that consultant services are needed to assist C/CAG with Active Transportation Data Mapping Services as a prerequisite to this work; and

The purpose of these Active Transportation Data Mapping Services is to establish the base data set that the upcoming Countywide Bicycle and Pedestrian Plan update will rely on, including data collections and approximate planning-level maps of public pedestrian and bicycle infrastructure Countywide; and

C/CAG staff issued a Request for Proposals for Active Transportation Data Mapping Services on June 9, 2026, consistent with C/CAG Procurement Policy; and

Three proposals were received by the deadline, and following a review, scoring and interviewing process, GeoMate Inc was determined to best meet the needs of C/CAG based on experience, qualifications, and demonstrated success with completing related work; and

C/CAG has determined that Consultant has the requisite qualifications to perform this work; and

The total amount available to Consultant under this Agreement is not to exceed USD \$230,000; and

The source of those funds are non-federal and include \$210,000 from the San Mateo County Transportation Authority Pedestrian and Bicycle Grant Program cycle 7, and \$20,000 authorized as match funding by the C/CAG Board of Directors from the Congestion Relief Program; and

By adoption of 26-55, the C/CAG Board of Directors authorized the C/CAG Interim Executive Director to execute an agreement with Consultant to provide the services described in Exhibit A, Scope of Work.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. **Services to be provided by Consultant.** In consideration of the payments set forth in this Agreement and in Exhibit B, Consultant shall provide services for C/CAG in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, Scope of Work, attached hereto (the “Services”).

In the performance of its services, Consultant represents that it has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing such services, and Consultant represents that it carries and will maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing.

2. **Payments.** In consideration of the services rendered with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, C/CAG shall make payment to Consultant based on the rates and in the manner specified in Exhibit B, Project Budget. C/CAG reserves the right to withhold payment if C/CAG determines that the quantity or quality of the work performed is unacceptable. In no event shall C/CAG’s total fiscal obligation under this agreement exceed two hundred and thirty thousand US dollars (USD \$230,000).

Payments shall be made to Consultant monthly, upon submission of an invoice by Consultant that has been reviewed and approved by C/CAG and identifies expenditures and describes services performed and percentage of deliverables completed. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG.

3. **Term.** Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 1, 2026 to November 1, 2027.
4. **Termination.** This Agreement may be terminated by the C/CAG Executive Director at any time for any reason by providing 30 days' notice to Consultant. Subject to availability of funding, Consultant shall be paid for all services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work actually completed to the work required by the Agreement.

C/CAG may terminate this Agreement or a portion of the services referenced in the Exhibits based on the unavailability of federal, State, or other outside funds by providing written notice to Consultant as soon as is reasonably possible after C/CAG learns of said unavailability of outside funding.

C/CAG may also terminate this Agreement for cause. In order to terminate for cause, C/CAG must first give Consultant notice of the alleged breach. Consultant shall then have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Consultant fails to cure the breach within this period, C/CAG may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that C/CAG provides notice of an alleged breach pursuant to this section, C/CAG may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. C/CAG has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and C/CAG shall use reasonable judgment in making that determination.

5. **Progress Reports.** Consultant shall provide C/CAG with progress reports according to the schedule and form approved by the C/CAG Project Manager.
6. **Key Personnel.** The key personnel to be assigned to this work by the Consultant and, if applicable, their hourly rates and the estimated hours to be supplied by each are set forth in Exhibit C, Key Personnel Assignments, attached hereto and incorporated herein by this reference. Substitution of any of the personnel named in Exhibit C or a decrease in the hours provided to the project by such personnel of more than 10% requires the prior written approval of the C/CAG Project Manager or a designee. Consultant shall maintain records documenting compliance with this Section, and such records shall be subject to the audit requirements of Section 14. Consultant agrees that all personnel assigned to this work will be professionally qualified for the assignment to be undertaken. C/CAG reserves the right to direct removal of any individual, including key personnel, assigned to this work.
7. **Contract Materials.** Upon expiration or termination of this Agreement, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Consultant under this Agreement shall become the property of C/CAG and shall be promptly delivered to C/CAG. Upon termination, Consultant may make and retain a copy of such contract materials if permitted by law. Consultant shall not be liable for C/CAG's use, modification or re-use of products without Consultant's participation or for purposes other than those specifically intended pursuant to this Agreement.
8. **Relationship of the Parties.** Consultant agrees and understands that the work and/or services performed under this Agreement are performed as an independent contractor and not as an employee of C/CAG and that neither Consultant nor its employees acquire any of the rights, privileges, powers, or advantages of C/CAG employees.

9. **Assignability and Subcontracting.** Consultant shall not assign this Agreement or any portion of it to a third party, or subcontract with a third party, to provide services required by Consultant without the prior written consent of the C/CAG Executive Director. Any such assignment or subcontract without the C/CAG Executive Director's prior written consent shall give C/CAG the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. **Hold Harmless/Indemnity.**

- a. *General.* Consultant shall indemnify and hold harmless C/CAG and its officers, agents, employees, and servants from and against any and all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Consultant under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Consultant or its employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from Consultant's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of C/CAG and/or its officers, agents, employees, or servants. However, Consultant's duty to indemnify and hold harmless under this Section shall not apply to injuries or damage for which C/CAG has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Consultant to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

- b. *Intellectual Property.* Consultant hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Consultant warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Consultant shall defend, indemnify, and hold harmless C/CAG from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Consultant's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) C/CAG notifies Consultant promptly in writing of any notice of any such third-party claim; (b) C/CAG cooperates with Consultant, at Consultant's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Consultant retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Consultant shall not have the right to settle any criminal action, suit, or proceeding without C/CAG's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on C/CAG, impair any right of C/CAG, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of C/CAG without C/CAG's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Consultant's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes C/CAG's reasonable use of the services under this Agreement to be seriously endangered or disrupted,

Consultant shall, at Consultant's option and expense, either: (i) procure for C/CAG the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Consultant will have no obligation or liability to C/CAG under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for C/CAG (other than modification performed by, or at the direction of, Consultant) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by C/CAG in a manner prohibited by this Agreement.

The duty of Consultant to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

#### **11. Insurance.**

- a. *General Requirements.* Consultant or its subconsultants performing the services on behalf of Consultant shall not commence work under this Agreement until all insurance required under this section has been obtained. Consultant shall use diligence to obtain such insurance. Consultant shall furnish C/CAG with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Consultant's coverage to include the contractual liability assumed by Consultant pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.
- b. *Workers' Compensation and Employer's Liability Insurance.* Consultant shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, Consultant certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.
- c. *Motor Vehicle Liability Insurance.* Consultant represents and warrants that neither its employees nor its subconsultants will operate or drive any motor vehicle in connection with the performance of services under this Agreement. Any driving or operation of a motor vehicle by said parties shall be outside the scope of this Agreement and shall not be considered part of, or performed in connection with, the services provided under this Agreement. On that basis, Consultant shall not be required to maintain Motor Vehicle Liability Insurance as a condition of this Agreement.
- d. *Liability Insurance.* Consultant shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect Consultant, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage that may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by any sub-consultant or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000.
- e. *Insurance Limits; Insured Entities; Breach.* Required insurance shall include:

|     |                                        |             |
|-----|----------------------------------------|-------------|
| (a) | Comprehensive General Liability.....   | \$1,000,000 |
| (b) | Workers' Compensation.....             | Statutory   |
| (c) | Motor Vehicle Liability Insurance..... | N/A         |
| (d) | Professional Liability.....            | \$1,000,000 |

C/CAG and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to C/CAG, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers, agents, employees, and servants have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the C/CAG Chairperson, at his/her option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

12. **Compliance with All Laws.** All services to be performed by Consultant pursuant to this Agreement shall be performed in accordance with all applicable federal, state, San Mateo County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the federal regulations promulgated thereunder, as amended (if applicable), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any federal financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. In the event of a conflict between the terms of this Agreement and any applicable State, federal, San Mateo County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Consultant will timely and accurately complete, sign, and submit all necessary documentation of compliance with this Section.

13. **Non-discrimination.**

- a. *General.* Consultant and any subconsultants performing services on behalf of Consultant shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition, military service, or genetic information, or in any manner prohibited by federal, state or local laws.
- b. *Discrimination Against Individuals with Disabilities.* The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). **This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

14. **Substitutions.** If particular persons or classifications are identified in Exhibit A as providing services under this Agreement, Consultant will not assign others to work in their place without the prior written consent of C/CAG staff. Any substitution shall be with a person or classification of commensurate experience and knowledge unless otherwise authorized by C/CAG staff.
15. **Record Retention; Right to Monitor and Audit.**
- a. Consultant shall maintain all required records relating to services provided under this Agreement for three (3) years after C/CAG makes final payment and all other pending matters are closed, and Consultant shall be subject to the examination and/or audit by C/CAG, a federal grantor agency, and/or the State of California.
  - b. Consultant shall comply with all program and fiscal reporting requirements set forth by applicable federal, State, and local agencies and as required by C/CAG.
  - c. Consultant agrees upon reasonable notice to provide to C/CAG or its authorized representative, to any Federal or State department having monitoring or review authority, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.
16. **Debarment and Suspension Certification**
- a. The Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant or any person associated therewith in the capacity of owner, partner, director, officer or manager:
    1. Is not currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal agency;
    2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
    3. Does not have a proposed debarment pending; and
    4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
  - b. Any exceptions to this certification must be disclosed to C/CAG. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
  - c. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.
17. **Permits/Licenses.** If any license, permit, or approval is required to perform the work or services required by this Agreement, Consultant bears the responsibility to obtain said license, permit, or approval from the relevant agency at Consultant's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.
18. **Merger Clause; Amendments.** This Agreement, all Exhibits and other attachments incorporated by reference, constitutes the sole agreement of the Parties with regard to the matters covered in this Agreement, and correctly

states the rights, duties and obligations of each party as of the document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any exhibit or attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations or representations between the Parties not expressly stated in this Agreement are not binding. All subsequent modifications or amendments shall be in writing and signed by the Parties.

19. **Controlling Law; Venue.** This Agreement shall be governed by the laws of the State of California, without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.
20. **Notices.** Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of C/CAG, to:

City/County Association of Governments of San Mateo County  
555 County Center, 5th Floor  
Redwood City, CA 94063  
Attention: Matt Petrofsky  
Email: [mpetrofsky@smcgov.org](mailto:mpetrofsky@smcgov.org)

In the case of Consultant, to:

GeoMate Inc.  
#307 375 Hagey Boulevard,  
Waterloo, ON N2L 6R6  
Attention: Robert MacGregor, Director of Partnerships  
Email: [robert.macgregor@geomate.ca](mailto:robert.macgregor@geomate.ca)

21. **Electronic Signature.** Both C/CAG and Consultant wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law.

In witness of and in agreement with this Agreement's terms and conditions, the Parties, by their duly authorized representatives, affix their respective signatures.

**GeoMate Inc**

By \_\_\_\_\_  
Robert MacGregor  
Director of Partnerships  
Date

**City/County Association of Governments of San Mateo County (C/CAG)**

By \_\_\_\_\_  
Kaki Cheung  
C/CAG Interim Director  
Date

C/CAG Legal Counsel

By \_\_\_\_\_  
Melissa Andrikopoulos, C/CAG Counsel

## **Exhibit A**

### **SCOPE OF WORK**

In consideration of the payments set forth in Exhibit B, Consultant shall provide the following services:

#### **Introduction**

The Active Transportation Data Mapping Services described below aim to establish the base data set that the upcoming Countywide Bicycle and Pedestrian Plan update will rely on. This work will result in detailed maps of existing public sidewalk and bicycle infrastructure assets, including pedestrian curb ramps, bike lane locations and typologies, and crossing treatments, throughout San Mateo County. The gathered and developed information will be used for active transportation gap analysis, project identification and prioritization, grant application, and will additionally be shared with local jurisdictions for their own use as planning support. Results from the analysis are not intended to determine legal ADA compliance and will be approximate planning-level data.

While there is no current consolidated Countywide database of pedestrian infrastructure, per the California Department of Transportation 2024 California Public Road Data report there are approximately 2,098 miles of maintained public roads in the County of San Mateo. These shall all be included in this analysis. Private streets and multi-use trails should not be included in the analysis.

#### **Task 1 Project Administration & Management**

##### **1.1 Organize a project kickoff meeting with C/CAG.**

GeoMate will organize and facilitate a project kickoff meeting with C/CAG and key stakeholders to establish communication protocols, review the project scope and objectives, confirm roles and responsibilities, discuss the proposed methodology, and walk C/CAG through the delivery timeline, data definitions and key milestones. Feedback from the kickoff meeting will be incorporated into the final work plan.

##### **1.2 Prepare a detailed project schedule.**

GeoMate will develop a project schedule that reflects key deliverable timelines and workflows. The schedule will include the following:

- Task- and subtask-level timelines aligned with all numbered tasks and deliverables in the contract and schedule of products.
- Designated review and approval windows for receiving C/CAG and partner feedback, including translation and quality-assurance steps.
- Milestone markers for key deliverables, presentations, and evaluation checkpoints.
- Clear assignment of responsibilities

##### **1.3 Participate in recurring bi-weekly coordination meetings.**

For this project, GeoMate's CTO Dr. Nastaran Saberi will serve as the project manager. She will serve as the primary point of contact and participate in recurring bi-weekly coordination meetings with C/CAG. These meetings will be used to review project progress, discuss completed and upcoming activities, support decision making, resolve technical questions, coordinate with participating jurisdictions, identify any risks or schedule impacts requiring attention. Between meetings, GeoMate will provide regular email status updates and utilize a shared project workspace, if preferred by C/CAG, to facilitate real-time collaboration and document sharing. For time-sensitive matters, GeoMate's project manager and project caretaker will be available by phone or email and will respond promptly to support rapid updates

#### **1.4 Provide monthly progress reports, summarizing progress, deliverables, and expenditures consistent with C/CAG requirements.**

GeoMate will prepare monthly progress reports in accordance with C/CAG requirements as defined in the project kick off meeting. The reports will summarize completed work, upcoming activities, project schedule status, deliverables submitted, budget status, and any issues, risks, or decisions requiring C/CAG input. GeoMate will also provide snippets of data throughout the project to ensure extracted data is properly aligned and defined to match C/CAG's standards.

#### **1.5 Submit monthly invoices:**

GeoMate will submit monthly invoices consistent with C/CAG's invoicing requirements. Invoices will clearly identify work completed during the reporting period and correspond with the submitted monthly progress reports to provide transparent tracking of project expenditures.

#### **Task 1 deliverables include:**

- Project Kickoff Meeting.
- Bi-weekly Project Management Meetings.
- Draft and final work plan and schedule.
- Monthly invoicing and progress reports.

### **Task 2. Data Collection, Mapping, and Quality Assurance/Quality Control Methodology**

Task 2 will establish the technical foundation for countywide production under Tasks 3, 4, and 5. During this phase, GeoMate will develop, demonstrate, and refine the methodology for data collection, mapping, validation, and QA/QC, with the objective of reaching early agreement with C/CAG on how assets will be identified, represented, attributed, validated, and delivered before full-scale production begins.

#### **2.1 Develop Draft Data Collection, Mapping, and QA/QC Methodology**

GeoMate will compile the source information required for the project, including publicly available San Mateo County GIS data, other San Mateo County member agency data provided by C/CAG, and high-resolution aerial imagery sourced by GeoMate. The source-data review will assess geographic coverage, resolution, imagery age, vegetation, shadows, occlusion, and other factors that may affect reliable feature identification.

GeoMate will then process the imagery using its proprietary computer vision and geospatial workflows to identify and extract the active transportation assets included in the approved scope. For the pedestrian mapping work, GeoMate will identify and map sidewalks, sidewalk gaps and missing sidewalk segments, crosswalks, intersection and midblock curb ramps, curb ramps with truncated domes, sidewalk width, and significant obstructions affecting pedestrian passage. For bicycle facilities GeoMate will identify all existing public bicycle and bicycle intersection facilities throughout the County.

Where source imagery or site conditions prevent a confident determination of a specific attribute, the feature will be flagged for additional review in accordance with the approved Task 2 methodology. Each feature will be converted into GIS-ready point, line, or polygon geometry with associated attributes.

AI-assisted extraction will be followed by professional GIS review and human validation. GeoMate's GIS team will inspect mapped outputs, review lower-confidence and complex conditions, perform spatial topology and attribute checks, assess consistency across jurisdictions, and manually correct identified errors where required.

Within the first four weeks of the project, GeoMate will also complete a representative pilot area selected jointly with C/CAG. The pilot will ideally include a range of roadway environments, sidewalk configurations, crossings, curb ramps, significant obstructions, complex intersections, and varying imagery conditions. This early delivery will allow C/CAG and the Technical Advisory Committee to review actual outputs and provide feedback on feature

definitions, attributes, data structure, accuracy expectations, QA/QC procedures, and final deliverable formats before full-scale countywide production begins.

The Task 2 methodology will also define the QA/QC procedures to be implemented under Task 5, including the independent re-survey of at least 10% of mapped point features across a representative mix of jurisdictions, geographies, facility types, and applicable dimensional attributes. Consistent with C/CAG's clarification, this validation may be completed through an independent desk-based re-check rather than traditional field verification, provided the methodology and tolerances are documented and approved.

GeoMate will define the sample selection approach, validation tolerances, reviewer independence, discrepancy calculation, corrective-action process, and circumstances in which QA findings should trigger a broader review of related features. The methodology will be designed to meet the RFP requirement that no more than 5% of findings differ between the original mapping and QA re-survey.

Because the project is intended to provide planning-level rather than survey-grade information, GeoMate will recommend practical accuracy expectations for each data element based on source imagery, feature visibility, pilot findings, and intended use. Slope and cross-slope will be evaluated during Task 2 based on technical feasibility, available source data, expected accuracy, and cost. Where reliable countywide collection is not feasible within the base scope, GeoMate will recommend an appropriate phased or optional approach, consistent with C/CAG's published clarification.

## **2.2 Present Draft Methodology to One C/CAG Committee**

GeoMate will present the draft methodology and representative pilot outputs to the designated C/CAG Committee. The presentation will summarize the proposed data sources, feature definitions, AI-assisted extraction process, professional GIS validation, planning-level accuracy expectations, independent QA/QC methodology, and representative examples of related GeoMate mapping work.

The methodologies for both bicycle and pedestrian infrastructures shall be represented in the presentation and subsequent methodology memo.

## **2.3 Incorporate Feedback into the Final Agreed Methodology**

GeoMate will incorporate feedback from C/CAG and the Technical Advisory Committee into the final methodology. Refinements may include changes to accuracy expectations, feature definitions, attribute fields, naming conventions, data schema, basemaps, confidence classifications, QA/QC tolerances, or final deliverable structure.

Where requested changes have implications for technical feasibility, cost, or schedule, GeoMate will identify those impacts early and work with C/CAG to determine the most appropriate approach.

## **2.4 Prepare Draft and Final Methodology Memo**

GeoMate will prepare a concise methodology memo documenting the final agreed approach, including source data, asset definitions, mapping procedures, GIS review, planning-level accuracy expectations, independent QA/QC, stakeholder review procedures, correction methods, delivery standards, and appropriate limitations on use.

GeoMate will incorporate one round of comments from C/CAG staff and issue the final methodology memo for use throughout Tasks 3, 4 and 5.

## **Task 2 Deliverables**

- Representative pilot area and sample outputs completed within the first four weeks.
- Presentation of the draft Data Collection, Analysis, and QA/QC Methodology at one C/CAG Committee meeting.
- One draft methodology memo.
- One final methodology memo incorporating one round of C/CAG staff comments.

### **Task 3. Sidewalk, Crosswalk, and Curb Ramp Facilities Mapping**

Following approval of the methodology under Task 2, GeoMate will undertake countywide mapping of sidewalks, crosswalks, and curb ramps across approximately 2,098 miles of maintained public roads in San Mateo County. Sidewalks will be evaluated independently on each side of the roadway, while intersection and midblock pedestrian features will be mapped at the individual unit level, consistent with the RFP requirements.

GeoMate will use the approved high-resolution aerial imagery, AI-assisted extraction workflows, and professional GIS validation procedures to create a consistent countywide dataset suitable for planning, network analysis, project prioritization, grant applications, and future updates to the Countywide Bicycle and Pedestrian Plan.

#### **3.1 Sidewalk and Crosswalk Mapping**

GeoMate will map sidewalk presence, geometry, and gaps or missing sidewalk segments on each side of the roadway, helping C/CAG identify discontinuities in the pedestrian network and support future accessibility planning, gap analysis, and project prioritization. The dataset will also include sidewalk and crosswalk width and other agreed geometric attributes.

Consistent with C/CAG's clarification, obstruction mapping will focus on significant fixed or semi-fixed elements that materially impede pedestrian passage rather than attempting to inventory every minor roadside object. These may include utility poles, signal equipment, substantial signage, street furniture, mature vegetation, private frontage encroachments, and other objects that significantly reduce usable pedestrian space.

Slope and cross-slope will be addressed according to the phased approach established in Task 2. GeoMate will include these attributes only to the extent that they can be supported reliably by the available data, approved methodology, and project budget. Where reliable countywide measurement is not technically or economically feasible within the base scope, GeoMate will recommend an optional or subsequent phase rather than provide measurements with unsupported precision.

#### **3.2 Curb Ramp Mapping**

GeoMate will map pedestrian curb ramps at both intersections and midblock locations. Each feature will be represented as an individual GIS asset with associated location and classification attributes defined through the Task 2 methodology.

Where the available imagery provides sufficient visibility and resolution, GeoMate will also identify the presence of truncated domes. Features that are partially obscured, ambiguous, or otherwise uncertain will be flagged for additional GIS review and treated according to the confidence and exception procedures established under Task 2.

All Task 3 outputs will undergo professional GIS review, spatial topology checks, attribute validation, and cross-jurisdiction consistency review before progressing to the independent QA/QC and stakeholder review processes described under Task 4.

#### **Task 3 Deliverables**

- Sidewalk presence, geometry, gaps, and agreed attributes.
- Crosswalk presence, geometry, and agreed attributes.
- Significant pedestrian obstructions and encroachments.
- Intersection and midblock curb ramp locations.
- Truncated-dome identification where reliably observable.
- Final GIS-ready point, line, and polygon data with associated attribute tables.

### **Task 4. Bicycle Facilities and Bicycle Intersection Treatments Mapping**

Following approval of the methodology under Task 2, GeoMate will undertake countywide mapping of bicycle facilities and crossing treatments across approximately 2,098 miles of maintained public roads in San Mateo County. Bicycle facilities will be evaluated independently on each side of the roadway, while intersection and midblock bicycle crossing features will be mapped at the individual unit level, consistent with the RFP requirements.

GeoMate will use the approved high-resolution aerial imagery, AI-assisted extraction workflows, and professional GIS validation procedures to create a consistent countywide dataset suitable for planning, network analysis, project prioritization, grant applications, and future updates to the Countywide Bicycle and Pedestrian Plan.

#### **4.1 Bicycle Facilities and Bicycle Intersection Treatments Mapping**

GeoMate will map bicycle facilities and bicycle intersection treatments throughout San Mateo County at the street-side roadway segment and intersection levels, as applicable. Facilities will be classified in accordance with the CA MUTCD and, where appropriate, the NACTO Urban Bikeway Design Guide.

The dataset will include bicycle facility and intersection treatment presence, type, and geometry, together with width and other agreed attributes. Slope and cross-slope will be addressed according to the phased methodology established under Task 2. Significant obstructions and encroachments affecting bicycle passage will also be identified where applicable.

All bicycle data will be delivered in the required ESRI Shapefile and File Geodatabase formats, with associated point, line, and polygon feature classes and attribute tables, as well as XLSX and CSV files.

#### **Task 4 Deliverables**

- Full bicycle facilities and bicycle intersection treatments map layers and data.
- Final GIS and tabular deliverables in the required formats.

#### **Task 5. Data Quality Assurance and Quality Control**

Quality assurance will be integrated throughout production and will continue after completion of Tasks 2, 3, 4, and 5 to confirm that the final dataset is consistent, reliable, and suitable for planning use.

GeoMate will combine internal GIS review, independent re-survey, member agency input, and stakeholder review through a web-based mapping platform.

##### **5.1 Independent Re-Survey of Mapped Point Features**

GeoMate will independently re-survey at least 10% of the total mapped point features, covering a representative mix of jurisdictions, geographic conditions, facility types, and dimensional attributes where applicable.

Consistent with C/CAG's clarification, this validation will be conducted through an independent desk-based review rather than traditional field verification. The reviewer will independently assess the applicable source information and compare the results against the original mapped output.

The review will evaluate feature presence, location, classification, and relevant attributes. GeoMate will calculate the level of agreement between the original mapping and the independent re-survey, with the methodology designed to meet the RFP requirement that no more than 5% of findings differ between the two reviews.

Where discrepancies are identified, GeoMate will investigate the underlying cause and implement corrective action at no additional cost. If a finding suggests a broader or systematic issue, GeoMate will extend the review beyond the sampled feature to assess and correct similar conditions across the dataset where appropriate.

##### **5.2 Member Agency Review**

GeoMate will participate in up to six hours of meetings with C/CAG member agencies to review mapped data against existing local information and agency knowledge.

These sessions will provide an opportunity to identify discrepancies, clarify unusual infrastructure conditions, compare GeoMate's outputs against existing agency datasets, and improve the usefulness of the final countywide inventory. GeoMate will document relevant feedback and incorporate approved corrections into the final datasets.

### **5.3 Web-Based Stakeholder Review Platform**

GeoMate will provide and host a web-based map viewing environment that allows C/CAG and participating agencies to review mapped project outputs and flag discrepancies for both bicycle and pedestrian infrastructures directly within the map.

The platform will allow users to view relevant project layers, navigate to locations of interest, inspect mapped assets, and submit comments or discrepancy flags for GeoMate's review.

GeoMate will provide written instructions describing how stakeholders can access the viewer and submit feedback.

Comments will be moderated and exportable, and review records will be archived at project close in an agreed format. The platform will remain available through project completion and will not create any ongoing software subscription requirement for use of the final GIS deliverables.

### **5.4 QA/QC Process and Findings Memo**

GeoMate will prepare a concise QA/QC memo summarizing the validation methodology, independent re-survey results, member agency review, stakeholder comments, key findings, identified discrepancies, and corrective actions completed.

The memo will also document any remaining limitations or conditions that may affect interpretation of the data. GeoMate will incorporate one round of comments from C/CAG staff before issuing the final version.

The memo will contain information about both the bicycle and pedestrian facilities QA/QC processes.

### **Task 5 Deliverables**

- Independent re-survey of at least 10% of mapped point features.
- Up to six hours of meetings with member agencies.
- Web-based map viewer with commenting and discrepancy-flagging capabilities, hosted through project close.
- Export and archive of stakeholder comments and review records.
- One draft and one final QA/QC process and findings memo.

### **Task 6. Final summary memo and data hand off**

Vendor will summarize key findings in a memo and will transfer final created maps and data to C/CAG. Vendor products generated under this agreement will be the property of C/CAG and must be shareable and editable without any subscription requirement and must not contain proprietary information. This work will include but is not limited to:

#### **6.1 Comprehensive Summary Memo:**

GeoMate will prepare a comprehensive summary memo that consolidates the project methodology, QA/QC findings, and final results into a single document. The memo will summarize key metrics, including sidewalk mileage and other mapped assets by jurisdiction, and identify opportunities for member agencies to leverage the dataset for active transportation planning, accessibility improvements, asset management, safety analysis, and future grant applications.

While feedback may be delivered and incorporated throughout the review process, a minimum of two drafts will be provided.

## **6.2 Providing all final data deliverables:**

All final deliverables including the listed formats and feature classes will be delivered by GeoMate in at least ESRI Shapefile and File Geodatabase formats, including all associated feature classes (point, line, and polygon geometries) and attribute tables. Tabular data shall also be delivered in .XLSX and .CSV formats, unless otherwise determined during throughout the project. All data delivered under this contract will become the property of C/CAG and will be provided without proprietary restrictions or subscription requirements.

## **6.3 Providing up to 16 hours of data demonstrations/trainings with member agency staff and/or the future Countywide Bicycle and Pedestrian Plan consultant.**

GeoMate will work with C/CAG, its representatives, and its member agencies to provide demonstrations and training tailored to their individual needs; answering questions, demonstrating workflows, and supporting C/CAG and its member agencies to ensure a smooth transition from project delivery to long-term use of the dataset.

## **6.4 Presenting data and key findings:**

GeoMate will present the completed project and key findings to the designated C/CAG Committees. Presentations will summarize the project methodology, QA/QC process, final mapping results, and examples of how the datasets can support transportation planning, accessibility initiatives, asset management, and future capital planning. To complement the presentations, GeoMate will provide a final summary report outlining key data findings, project outcomes, and recommendations for leveraging the dataset moving forward.

### **Task 6 deliverables include:**

- Drafts (2) and final (1) summary memo.
- All final map layers and datasets in the appropriate formats.
- Sixteen (16) hours of data demonstrations/trainings.
- Two (2) presentations to C/CAG Committees.

## **Task 7. As-needed services**

Task 7 encompasses any additional tasks identified during the duration of the contract. The scope of such tasks may include services to support the completion of Tasks 1 through 6 and may also include additional transportation programs evaluations. Tasks in Task 7 should not be included in the project cost proposal. Example tasks include:

- Providing additional on-call meeting services with Member Agency Staff and/or the Countywide Bicycle and Pedestrian Plan consultant.
- Conducting additional presentations to C/CAG Committees or the C/CAG Board of Directors.
- Developing additional related graphs, tables, or maps.
- Conducting additional data analysis, creating customized GIS outputs, or developing insights derived from the completed dataset, including sidewalk gap analysis, accessibility priorities, bicycle network opportunities, and other active transportation evaluations.

### **Task 7 deliverables include:**

- TBD

## **Exhibit B**

### **BUDGET**

In consideration of the services provided by Consultant described in Exhibit A and subject to the terms of the Agreement, C/CAG shall pay Consultant based on the fee schedule and terms described in this Exhibit B, and at the rates described in Exhibit C.

Under no circumstances shall the amount paid by C/CAG to Consultant exceed \$230,000. Consultant shall provide C/CAG with a written itemized invoice monthly that allows C/CAG to reconcile the work performed. All invoices shall include the agreement number, project location, dates of services and specific work completed. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG.

Remit invoices to:

City/County Association of Governments of San Mateo County  
555 County Center, 5th Floor  
Redwood City, CA 94063  
Attention: Matt Petrofsky  
Email: [mpetrofsky@smcgov.org](mailto:mpetrofsky@smcgov.org)

Payment will be made within 30 days of receipt of an acceptable invoice. C/CAG shall have the right to withhold payment if C/CAG determines the quantity and/or quality of the work performed is unacceptable.

**Note on Other Direct Costs:** Other Direct Costs include but are not limited to project-specific expenses required to complete the proposed scope, consisting of high-resolution aerial imagery acquisition, and AWS cloud computing, processing, and storage associated with Task 3 and Task 4. These costs are directly attributable to project delivery and are separate from labor and overhead.

## Exhibit C

### KEY PERSONNEL ASSIGNMENTS

| <b>Classification</b>             | Project Manager | Computer Vision Engineer | Senior Geospatial Specialist | GIS Manager Classification | GIS Analyst    |
|-----------------------------------|-----------------|--------------------------|------------------------------|----------------------------|----------------|
| <b>Key Personnel</b>              | Nastaran Saberi | Lily de Loe              | Adam Bialecki                | Valeria Jumbo              | Emily Van Loon |
| <b>Fully Loaded Rate per hour</b> | \$75.00         | \$65.00                  | \$55.00                      | \$50.00                    | \$40.00        |

#### Notes:

- Fully Loaded Rates include overhead and indirect costs.
- Presented Fully Loaded Rates are stable inclusive hourly billing rates for the contract term for key personnel.
- Non-key personnel and their associated Fully Loaded Rates will be assigned as needed with written consent from C/CAG.
- Rates and both key and non-key personnel will not change once assigned without written consent from C/CAG.
- Fully Loaded Rates indicated shall be for the initial contract-year of the contract term. In any subsequent contract-years, annual rate escalation shall not exceed 3% per year.