Project Delivery Directive

Number:	PD-06
References:	*California Public Records Act (CPRA)*
Effective Date:	February 1, 2012
Supersedes:	NEW
Review by:	January 1, 2014

TO: Project Delivery Employees

TITLE Sharing of Electronic Files

DIRECTIVE

Electronic copies of certain design information shall be made available to internal and external entities throughout the project delivery process for projects on the State Highway System (SHS). The sharing of electronic files aids in providing information in a cost effective and timely manner that will allow both Caltrans and its partners to deliver projects more efficiently. Therefore, providing these files will aid in improving the overall quality of the project while delivering those projects on time and within budget.

Requests for electronic files will be handled differently based on their category. Requests that do not fall within these three categories are to be handled using the guidance set forth in Deputy Directive DD-79: *California Public Records Act Compliance.*

Category 1. Requests from Project Development Team (PDT) members for electronic files needed to deliver a Caltrans-sponsored project. From Project Initiation Document (PID) to Contract Award, all requests can be made by one PDT member to another. The PDT will freely share the appropriate static or vector files in order to expedite delivery of the project. From Contract Award until Project Closeout, all contractor requests are to go through the Resident Engineer.

Category 2. Requests from prospective bidders for electronic files for use in preparing bids for advertised projects. See Attachment "A" for a list of files to be provided. Bidders do not have a contract with the state for this work, yet providing certain information during the bidding process could lead to better bids. After advertisement, prospective bidders should send all requests in as a "Bidder's Inquiry" through the district construction office, Duty Senior.

Category 3. Requests from implementing agencies (external agencies responsible for a project on the SHS) for electronic files where the information will be used to deliver a project on the SHS. Static files can be shared, and vector files should be shared when the Project Manager and the PDT agree that the requested vector files would be beneficial to the implementing agency in the delivery of their project. Implementing agencies should send all requests to the Caltrans Project Manager.

For Categories 2 and 3, shared files shall not be converted by Caltrans to another vector file format due to the potential for data loss or errors. If the recipient of the file chooses to convert the data, it is up to the recipient to verify the accuracy of the data.

To implement this Project Delivery Directive, see Attachment "A" for detailed guidance regarding the sharing of electronic files for each category. This directive and its attachments will be incorporated into the next revision of the Project Development Procedures Manual.

This Project Delivery Directive pertains to design-bid-build projects only. Special projects where Caltrans is involved in the design (e.g. design-build, design sequencing, etc.) should be handled on a case by case basis following the intent of this policy, as they are unique in nature and may require special handling.

DEFINITION/BACKGROUND

Electronic files are defined as any data stored by Caltrans in a computerized format. This may include drawings, reports, survey deliverables, or project files. Any data that is stored digitally is considered an "electronic file" regardless of source. For example, a Portable Document File (PDF) of a handwritten document or a Computer Aided Civil Engineering (CAiCE) roadway project file would both be considered electronic files.

Electronic files are classified as either vector or static files. Vector files are files that can be edited, such as text files, spreadsheets, Computer-Aided Drafting and Design (CADD) or roadway design software files (currently MicroStation DGN and CAiCE project files). Static files include PDF, Tagged Image File Format (TIFF), and Joint Photographic Experts Group (JPG) files. Any design data kept in MicroStation or Caltrans current roadway design software at the completion of a project is considered archived vector data.

Caltrans often receives requests for copies of as-built plans, survey data, mapping, design files, and final contract plans in a variety of formats. There is a need for statewide consistency within the Capital Outlay Support (COS) Program regarding the sharing of electronic files for information that could expedite the delivery of improvement projects on the SHS by Caltrans and our local partners, while limiting the amount of liability related to the accuracy of the data provided.

Caltrans' external partners generate electronic files that could be beneficial to a current project or for future projects. Whenever there is a written agreement with external partners, the agreement should include language to obtain these electronic files as appropriate.

RESPONSIBILITIES

Deputy Director, Project Delivery:

- Establishes Project Delivery policies, procedures, standards, guidance and best practices related to sharing of electronic files.

Chief, Divisions of Construction, Design, Engineering Services, Environmental Analysis, Project Management, and Right of Way and Land Surveys:

- Develop, maintain, and implement Project Delivery policies, procedures, standards, guidance, and best practices related to sharing of electronic files.
- Incorporate this Directive and its attachments into applicable manuals within one year.
- Ensure that this Directive and its attachments are delivered to the target audience in their division.

Office of CADD and Engineering GIS Support:

- Provide details on the preparation of electronic files released under this directive in applicable Project Delivery manuals.

District Directors:

- Ensure that this Directive and its attachments are followed for the sharing of electronic files within their District.
- Ensure appropriate support of activities outlined in this directive.

Deputy District Directors, Project Delivery Functions and Engineering Services Deputy Division Chiefs:

- Ensure that employees are informed of this Directive.

Resident Engineers

- After contract award, act as focal point for all project related electronic file requests from the contractor.

Duty Senior

- After contract advertisement, act as focal point for all project related electronic file requests from the prospective bidder.

Project Managers:

- For local funded projects on the state highway system, act as a focal point for all project related electronic file requests.

Functional Managers:

- Provide the appropriate electronic files to be shared and provide recommendations concerning files that can or cannot be shared.

Task Managers:

- Ensure that resources are available for the time required to locate and share project related electronic files.

Project Development Teams:

- Ensure that electronic files are shared in compliance with this policy.

Public Map Files/Records Counter Staff:

- Ensure that electronic files are shared in compliance with this policy.

Project Delivery Employees:

- Be aware of and follow, as appropriate, Caltrans policies regarding sharing of electronic files.

APPLICABILITY

This directive applies to all Caltrans project delivery employees involved in the design and construction of the transportation system.

ROBERT PIEPLOW
Acting Chief Engineer
Deputy Director, Project Delivery

Jan. 30, 2012
Date Signed

Attachment

Project Delivery Directive PD 06 Attachment A
Detailed Guidance regarding the sharing of electronic files

Table 1. Summary of Electronic file guidance for each category

	Category 1	Category 2	Category 3
Description	Electronic Files from current project (active or shelved) where the sharing of files is beneficial to delivery of a Caltrans-sponsored project (i.e. the requestor is considered part of the PDT)	Electronic files from an active project being provided to prospective bidders. They do not have a contract with the state for this work, yet providing certain information during the bidding process to all bidders could lead to better and more accurate bids from prospective bidders.	Electronic Files from current or archived projects and the requestor is an implementing agency (external agency responsible for a project on the SHS) where the information will be used to deliver a project on the SHS.
Type of requestor	A member of the PDT (Design, R/W, Environmental, DES, a utility company, etc.)	Prospective bidders	A local partner (city, county, regional transportation agency, etc.)
Time Frame	PID through project closeout	Project advertisement	PID through project closeout of their locally sponsored project on the SHS.
Forms Required	none	none	Confidentiality and Hold Harmless Agreement for the Sharing of Electronic Files
Type of files to be shared	The PDT will freely share the appropriate static or vector files in order to expedite delivery of the project.	Type of files shared depends on the type of project but can include PDF, TIF, Microstation, XML, or Roadway Design files.	Requested files are to be provided in a static format. Vector files should be shared if the PM and PDT team determine that those vector files would be beneficial to the implementing agency for the delivery of their project on the SHS.
Focal Point for Requests:	From PID to contract award, all requests can be made by one PDT member to another. From contract award until project closeout, all contractor requests are to go through the Resident Engineer.	After advertisement, prospective bidders should send all requests in as a "Bidder's Inquiry" through the district construction office, Duty Senior.	Caltrans Project Manager
Resources	Project number	Project number	Project number (Oversight)

For all categories, contact your local Information Technology (IT) or CADD Support group for recommendations on methods of sharing large electronic files (i.e. e-mail, ftp sites, cd/dvd media, etc.)

Category 1:

On current Caltrans sponsored projects (active or shelved) that follow the standard design-bid-build process, it is vital that the PDT share electronic files in order to increase communication and productivity. The PDT consists of any internal and external forces required to deliver a project including internal functional units, A&E consultants, contractors under contract with the state, etc. Forms or disclaimers are not needed in order to share information about the project within the PDT. Full disclosure shall be provided regarding the source of the information or its degree of confidence (i.e. was data only field verified, surveyed in a certain year, etc).

Utility companies should also be treated as part of the PDT. If they request an electronic copy of the base map, design should send that information to facilitate their utility verifications. Utility companies are not required to submit a hold harmless agreement, nor a confidentiality statement. They are doing a part of the work for the project, whether developing relocation plans or verifying data.

Consultants working directly for Caltrans as part of the PDT are bound by their task order. The task order should define what information they need and will be given.

Whenever electronic files are shared with any external parties (e.g. utility companies, consultants, etc.), the Project Manager and Task Managers are to be informed of what files were shared.

Before Plans, Specifications, and Estimate (PS&E) are turned into Division of Engineering Services Office Engineer (DES-OE), any vector files that are shared electronically **MUST NOT** include the engineer's signature. There are no other restrictions on the type of file (.DGN, .PDF, etc) that is shared with the team before the PS&E is turned into DES-OE. Between PS&E and when the project is awarded, all DGN files of plan sheets will be locked and will not be shared, except when necessary to prepare an addendum. After contract award, any vector files that are shared electronically **MUST NOT** include the engineer's signature, seal information, or printed name.

See Appendix QQ of the Project Development Procedures Manual (PDPM) and sections 3.6 & 3.7 of the CADD Users Manual for guidance on Digital Design Models (DDM's) and other survey deliverables.

Before PS&E, all requests can be made by one PDT member to another and do not need to go through any focal point. After contract award, all requests for electronic files from the contractor shall be directed to the Resident Engineer (RE). It will be the RE's responsibility to request and provide the appropriate file from another PDT member.

For most requests, extra resources are not needed to cover the sharing of current active project files. However, occasionally a member of the PDT may ask for files from past or shelved projects to use on new projects from a functional unit that is not resourced to work on the project. Historical project files were developed specifically for a previous project and it is incumbent on the engineer who will be taking responsible charge of the current active project to verify all aspects of the accuracy of the information before incorporating any portion of that historical project file.

If there is a request for archived vector data, in DGN format, it is the PDT's responsibility to make sure the unit is resourced with enough hours in the active project to search for the archived data. The signature, seal information, printed name, and as-built stamp must be removed from the DGN files before providing them to the team. As-built plans in static format can be shared with the signature, seal information, names and as-built stamp intact.

PDT members are not to share electronic project information with anyone outside of the PDT. Requests for any information (i.e. completed work such as a project report, etc.) on a current Caltrans sponsored project from individuals who are not a part of the PDT are to be treated as a CPRA request. See DD-79: *California Public Records Act (CPRA) Compliance.*

Category 2:

This category is for bidders/contractors during the advertisement and bidding of a project. Prior to advertisement, files to be shared shall be identified in the Special Provisions under Supplemental Project Information and shall be made available at the time of advertisement and posted with the bid set. The following files must be provided for all projects with earthwork:

- The horizontal geometric alignment files in a CAiCE (or current roadway design software) format or XML file;
- The vertical geometric alignment files in a CAiCE (or current roadway design software) format or XML file;
- Original ground data in a 3D DGN or DWG file; and
- Cross Sections in a 2D DGN and PDF file format.

Other files that may be made available to facilitate machine guidance include finished grade break lines in a 3D DGN format.

NOTE: It will be the bidder's responsibility to do any other data conversions and Caltrans will not be held responsible for any errors created by the bidder's conversion process.

Any files that are shared electronically as a .DGN file **MUST NOT** include any engineer's signature, seal information, nor printed names. All DGN files must also contain the text "For Design Study Only.

If a bidder does request any electronic files not originally posted, the request is to be submitted as a bidder inquiry so that any files released are provided to all bidders.

Category 3:

In the case of locally sponsored projects on the SHS, Caltrans wants to increase partnering and cooperation to help in the efficient delivery of projects.

This category applies to electronic file requests from an implementing agency for a project on the SHS. It does not apply to consultants working for the implementing agency. Consultants working for the implementing agency should not make electronic file requests except through the implementing agency. All electronic file requests from the implementing agency shall be directed to the Caltrans Project Manager (PM). Requests for any information received directly from a consultant working for an implementing agency is to be treated as a CPRA request. See DD-79: *California Public Records Act (CPRA) Compliance.*

Static file format is the standard format for requested electronic files. Vector files however, should be shared when the Project Manager and the PDT team agree that the requested vector files would be beneficial to the implementing agency in the delivery of their project.

Vector files that are shared electronically as a .DGN file **MUST NOT** include the engineer's signature, seal information, nor printed names. Full disclosure shall be provided regarding the source of the information or its degree of confidence, if known (e.g. data was field verified, surveyed in a certain year, etc.).

The PM shall request that the implementing agency designate a project specific representative who is authorized to sign a Confidentiality and Hold Harmless Agreement for the Sharing of Electronic Files. If a cooperative agreement has been signed which already includes indemnification clauses, this requirement can be waived. The PM shall ensure that copies of all confidentiality and hold harmless agreements are maintained in the project history folder.

The PM shall also require that the implementing agency provide Caltrans with the as-built plans and any applicable archived vector files (e.g. basemaps, DTM's, sheet files, etc.) at the completion of the project.

It is the PM's responsibility to contact the appropriate author of the files being requested and obtain permission to provide these electronic files.

Once the appropriate files are released to the implementing agency, the agency may share them with only those individuals that have a contract/agreement to deliver their project. The electronic files provided are to be used only for the specific project for which the request was initiated.

With the exception of data files (such as a CAiCE project file or an XML file, etc.), each electronic file should have the following note:

> "By accepting this file, the recipient expressly agrees to treat this document as confidential. All of the information provided in this file shall be properly safeguarded and protected from unauthorized viewing, use, and disclosure."

If files are transmitted via e-mail, the following note is to be included with the e-mail:

> "CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication."

Since a project number is established to do oversight on projects within the State's right of way, that project number should be used for any time spent finding electronic files and in the case of vector files, for removing their signature, seal information, and printed names. It is the PM's responsibility to make sure resources are available for the time needed to locate and deliver the files.

CONFIDENTIALITY and HOLD HARMLESS AGREEMENT for the Sharing of Electronic Files

WHEREAS, the California Department of Transportation (herein "DEPARTMENT") agrees to provide the following entity certain information which is confidential, privileged, protected, or exempted from public inspection (herein "Information"):

_____

_____

[Name of entity, address, telephone and fax number, and E-mail address] (herein "RECIPIENT").

The RECIPIENT represents and warrants that it is (check one):

[ ] 1. A governmental agency, acting within the scope of its authority.

[ ] 2. An encroachment permit applicant or holder who needs the Information for the following reasons: _____

_____

_____

[ ] 3. Other entity that needs the Information for the following reasons: _____

_____

_____

NOW THEREFORE, the parties hereto (herein collectively the "Parties") mutually agree to the following terms and conditions.

1. The DEPARTMENT agrees to furnish RECIPIENT with the Information described more particularly as follows (state whether the information is to be provided in a static or vector format): _____

_____

List of files including file type (Use additional sheets if necessary.):

_____

_____

_____

[NOTE: Electronic information provided hereunder is NOT intended to include the underlying meta-data or otherwise hidden data not readily accessible by normal on-screen viewing, nor shall RECIPIENT access such meta-data or hidden data.]

Said Information pertains to State Route _____, located in _____ County, from Post Mile _____ to Post Mile _____ only or Kilometer Post _____ to Kilometer Post _____, and/or Project number _____.

2. RECIPIENT agrees to hold the above described Information in trust and confidence and agrees that it shall be used only in connection with improvements to DEPARTMENT facilities or State highway related purposes, and shall not be used for any other purpose or be disclosed to any third party, without the express prior written authorization of the DEPARTMENT.

3. It is understood and agreed to by the Parties that the Information provided under the terms of this Agreement is confidential, privileged, protected, or exempted from public inspection under Federal, State and local laws. By making the Information available to the RECIPIENT, the DEPARTMENT does not hereby waive or relinquish any rights to assert such confidentiality, privilege, protection, and exemption now or in the future, including but not limited to those exemptions set forth in California Government Code sections 6254, 6254.5, or other similar provisions of law. RECIPIENT shall have no obligation under this Agreement with respect to any part of the Information that is or becomes publicly available without breach of this Agreement by RECIPIENT; is rightfully received by RECIPIENT without obligations of confidentiality; or is developed by RECIPIENT without breach of this Agreement.

4. By accepting and using the above-described Information, RECIPIENT expressly agrees to treat such documents as confidential. All of the Information provided to RECIPIENT under this Agreement, including but not limited to that contained in records, writings and documents, whether in hard copy or electronic format, shall be properly safeguarded and protected by the RECIPIENT, its employees and agents, from unauthorized viewing, use and disclosure. The RECIPIENT and its employees and agents may be held civilly and criminally liable under State and Federal laws for breach of this provision. The RECIPIENT shall designate a person responsible for the security and confidentiality of the Information provided by the DEPARTMENT, and will immediately notify the DEPARTMENT in writing of such designee, and any designee changes.

5. If any of the Information, in whole or in part, is deemed to be public record by law, by court or governmental order to be disclosed, RECIPIENT shall give the DEPARTMENT prompt written notice thereof so that the DEPARTMENT may seek a protective order or other appropriate remedy prior to such disclosure and provide full and complete cooperation to the DEPARTMENT in seeking such order or remedy.

6. The Information provided hereunder is protected by copyright and/or other intellectual property laws. The Information shall not be copied or reproduced (including but not limited to paper copies and electronically formatted copies), or altered in any form without the express prior written authorization of the DEPARTMENT.

7. RECIPIENT acknowledges that the Information is proprietary property of the DEPARTMENT and that the DEPARTMENT retains all rights, title, and interests in the Information, including all copyrights as well as any additional intellectual property rights as may exist in the Information. RECIPIENT must retain all copyright notices

and any other proprietary notices on any permitted copies and/or reproductions of the Information. RECIPIENT shall not remove any trademark, copyright or other proprietary notices on the Information or on any materials provided by the DEPARTMENT.

8. At the conclusion of the proposed purposes for which the above-described Information was furnished, or upon demand by the DEPARTMENT, all such Information shall be returned to the DEPARTMENT, including any copies and reproductions. The DEPARTMENT, at its sole discretion, may demand that all written notes, photographs, sketches, models, or memoranda which were developed or derived from or reflect information obtained from the above -referenced Information be turned over to the DEPARTMENT.

9. The above-referenced Information shall not be disclosed to any employee, consultant, or third party unless they agree to execute and be bound by the terms of this Agreement and have been approved in advance, in writing, by the DEPARTMENT.

10. The Information is provided "As Is" or "As Available" with no warranty of any kind, expressed or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. The DEPARTMENT shall not be liable for any special, incidental or consequential damages, including without limitation, lost of revenues, lost of profits, or loss from perspective economic advantage, resulting from the use or misuse of the Information, even if the DEPARTMENT has been advised of the possibility of such damages, or for any claim by another party. The DEPARTMENT assumes no responsibility whatsoever with respect to the completeness, sufficiency, accuracy, or interpretations set forth therein of any plans, documents or data that is provided pursuant to this Agreement. In addition, there is no warranty or guarantee, either express or implied, that the conditions indicated by such documents are representative of the actual existing site conditions or future as-built conditions of the subject location.

11. By accepting and using the above-referenced Information, RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT, its directors, officers, employees, or agents harmless from and against any claims, damages, losses, liabilities, and costs relating in any manner, directly or indirectly, to the use of the Information furnished by the DEPARTMENT pursuant to this Agreement.

12. With respect to any and all third party claims RECIPIENT further waives any and all rights to any type of express or implied indemnity against the DEPARTMENT, its directors, officers, employees or agents.

13. In the event that a suit is necessary to enforce any of the provisions of this Agreement, the DEPARTMENT shall be entitled to reasonable attorney's fees in addition to costs.

14. Severability. If any portion of this Agreement is ultimately determined not to be enforceable, that portion will be severed from the Agreement and the severability shall not affect the enforceability of the remaining terms of this Agreement.

15. The RECIPIENT'S signatory below represents and warrants that he/she is authorized to execute this Agreement to bind the RECIPIENT to the terms and conditions of this Agreement.

AGREED AND ACCEPTED BY:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
By: _____
Title: _____
Date: _____
_____

RECIPIENT
By: _____
Title: _____
Date: _____