



**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION**

www.dot.state.pa.us

**SUBJECT:** PENNDOT's BRADD Software

**TO:** BRADD Software User

**FROM:** BRADD Manager  
Bridge Design and Technology Division  
Bureau of Project Delivery

This is in response to your recent inquiry about the availability of the Department's BRADD Software to consultants and other governmental agencies. The Department's BRADD Software, which was developed on the Windows 7 operating system, is available to outside users under a license agreement for a fee. It has also been tested to run successfully on the Windows 8, Windows 8.1 and Windows 10 operating systems.

Please note that the Pennsylvania Department of Transportation is the only source for acquiring this system software. A separate license is required for its use at each site/office of the organization.

Enclosed are a copy of the Software License Agreement, request form, and license fee schedule. **Please read the attached Software License Agreement carefully before proceeding with your license request. By signing and submitting the BRADD Software License Request form, you accept the terms and conditions of the Software License Agreement.** If you agree with the terms of the Software License Agreement, send the completed request form, signed by the authorized senior officer of your firm or organization, with a correct payment (made payable to "**Pennsylvania Department of Transportation**") to the address shown on the form.

There is no need to return the Software License Agreement to the Department. Based on the information provided on the license request form, the Department will prepare and issue a license for the use of BRADD at a given site. A license will be emailed to you along with the materials for the BRADD Software.

If you have any questions or are inquiring about the status of your request, please contact:

Eric H. Weber, P.E.  
Phone: (717) 787-7057  
E-mail: [eweber@pa.gov](mailto:eweber@pa.gov)

Enclosure

**IMPORTANT - READ CAREFULLY BEFORE RETURNING THE ATTACHED REQUEST FOR ENGINEERING SOFTWARE. BY RETURNING THE ATTACHED REQUEST FOR ENGINEERING SOFTWARE AND/OR USING THE SOFTWARE, YOU INDICATE YOUR ACCEPTANCE OF THE FOLLOWING SOFTWARE LICENSE AGREEMENT.**

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION  
SOFTWARE LICENSE AGREEMENT

**This Software License Agreement ("Agreement")**, including the Warranty and Special Provisions, is a legal agreement between you (either an individual or an entity) and the Pennsylvania Department of Transportation ("Department"). *By opening the sealed software packet(s) and/or using the software, you are agreeing to be bound by the terms of this agreement.* The terms and conditions of this agreement apply to engineering software licensed by the Department ("Software"). Failure to comply with these terms and conditions shall render the License granted upon receipt of the Software null and void and shall release the Department from claims of any nature arising out of the use of the Software.

1. License. The Department is the owner of the copyrighted software program(s) ("Software") listed by you, the Licensee, on the Request for Engineering Software submitted by you to the Department. Upon receipt of the signed Request for Engineering Software, the Department has provided the requested Software to you. Pursuant to that request, the Department has provided to you the requested Software and hereby grants to you a license ("License") to use the Software in accordance with the terms and conditions contained in this Agreement. You agree that your License to use the Software is limited to these terms and conditions.
2. Uses of Software. This Agreement permits you to use the Software at a single site or office, on a network or any number of computers which are networked, or computers which are located only at that site or office. If multiple sites are to utilize the Software, you must obtain a separate license or licenses for each physical site at which the software is to be in use. The Software is "in use" on a computer when it is loaded into temporary memory (i.e., RAM) or installed into permanent memory (e.g., hard disk, CD-ROM, or other storage device) of that computer. You may obtain additional licenses upon application to the Department accompanied by payment of the applicable license fee(s). You may not distribute, rent, sublicense, or lease the Software or any accompanying documentation. You may not transfer this Software License Agreement or any copy of the Software to any other party without the prior express written permission of the Department. You agree to take all steps reasonably necessary to protect the Software from theft or use in a manner consistent with the terms and conditions of this Agreement.
3. Copyright. The Software and accompanying documentation (including any images, photographs, animations, video, audio, music and text incorporated into the Software) are owned by the Department and are protected by United States copyright laws and international treaty provisions and all other applicable national, international or local laws. Therefore, you must treat the Software like any other copyrighted material (e.g., a book or musical recording) except you may (a) make one copy of the Software solely for backup or archival purposes and/or (b) transfer the Software to permanent memory for each of the computers located at your single site or office. You may copy the user documentation accompanying the Software only to the extent necessary for use of the Software pursuant to this Agreement. No identifying marks, copyright or proprietary right notices shall be deleted from any copies of the Software made by you or from the reports produced by the Software.
4. Ownership of Software. The Department retains the ownership of each copy of the Software licensed under this Agreement, any copies made by you pursuant to the terms and conditions of this Agreement, and any accompanying documentation as well as all copyrights and rights thereto. The Department does not convey any proprietary interest in the Software or any subsequent version thereof to you. The Department retains exclusive ownership of the Software and any related documentation or material.
5. Alterations. You shall not modify, translate, decompile, nor attempt to create, by reverse engineering or otherwise, source code from the object code supplied or adapt or modify the Software in any way or use it to create derivative work. Any updates, revisions, enhancements, additions or conversions to the Software supplied by the Department shall become a part of, and subject to, this Agreement.

6. Termination. This Agreement and the License granted hereunder may be terminated at any time by the Department or you. Upon termination, the Software (including any permitted copies thereof) and any accompanying documentation (including any and all copies you are permitted to make under this Agreement) shall be returned immediately to the Department. At that time, permitted copies made to permanent memory of your computer(s) shall be immediately erased or deleted.
7. Reservation of Rights. The Department retains all rights not expressly granted to you by this Agreement. Nothing contained in this Agreement constitutes a waiver by the Department of its rights under United States copyright laws or any other national, international, state or local law.
8. Modification. This Agreement may not be modified in any manner by any employee of the Department.
9. Governing Law. This Agreement shall be governed by, subject to and construed under the laws of the Commonwealth of Pennsylvania.
10. Warranty and Special Provisions.
  - a. **THE DEPARTMENT EXCLUDES ANY AND ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
  - b. **THE DEPARTMENT MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE OR ACCOMPANYING DOCUMENTATION, INCLUDING THEIR QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
  - c. **THE DEPARTMENT DOES NOT WARRANT OR GUARANTEE THE RELIABILITY OF THE SOFTWARE AS A SUBSTITUTE FOR SOUND ENGINEERING JUDGEMENT.**
  - d. **THE SOFTWARE AND ACCOMPANYING DOCUMENTATION ARE LICENSED "AS IS" AND YOU ASSUME THE ENTIRE RISK AS TO THEIR QUALITY AND PERFORMANCE.**
  - e. **THE DEPARTMENT WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM (1) THE USE OR INABILITY TO USE THE SOFTWARE OR ANY ACCOMPANY DOCUMENTATION AND/OR (2) ANY DEFECT IN THE SOFTWARE OR ANY ACCOMPANYING DOCUMENTATION.**
  - f. **YOU HEREBY INDEMNIFY AND HOLD HARMLESS THE DEPARTMENT, ITS OFFICIALS AND EMPLOYEES FOR ANY INJURY TO THE PERSON OR PROPERTY OF THIRD PARTIES ARISING FROM THE USE OF OR ANY DEFECT IN THE SOFTWARE OR ANY ACCOMPANYING DOCUMENTATION.**
  - g. **THE DEPARTMENT'S LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS AGREEMENT BY THE DEPARTMENT SHALL BE THE REPAIR OR REPLACEMENT OF THE SOFTWARE WHICH IS RETURNED TO THE DEPARTMENT. ALL REMEDIES SET FORTH IN THIS LICENSE ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS OR IMPLIED.**
  - h. **THE DEPARTMENT RETAINS THE RIGHT TO TRANSFER THIS LICENSE TO A CONTRACTOR WHOM THE DEPARTMENT RETAINS OR TRANSFERS THE RIGHTS TO MODIFY AND/OR MAINTAIN THE SOFTWARE PROVIDED UNDER THIS AGREEMENT.**

# REQUEST FOR PENNDOT'S BRADD SOFTWARE LICENSE

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**(NOTE: A valid email address is a required field. An email will be sent to this address with a software download link and installation instructions.)**

Company/Agency Name: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Site License \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Site License Address is where the software will be **installed and used**.

Total Payment Enclosed: \$ \_\_\_\_\_

Make check payable to "**Pennsylvania Department of Transportation**".

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**This Request must be signed by the Official authorized to enter into the License Agreement (e.g., President, Vice-President, Chairman, Chief Executive Officer or Chief Operating Officer).**

Mail the Request Form and Payment to: BRADD Manager  
Pennsylvania Department of Transportation  
BOPD - Bridge Design and Technology Division  
400 North Street, 7th Floor  
Harrisburg, PA 17120-0094

----- To Be Completed by **PENNDOT** -----

Date Received: \_\_\_\_\_ By: \_\_\_\_\_

Tax Exempt Organization certificate required:  Yes  No Provided:  Yes  No

Educational Use Only certification required:  Yes  No Provided:  Yes  No

Local Governmental Agency Engineer certification required:  Yes  No Provided:  Yes  No

License No. \_\_\_\_\_ Security Code \_\_\_\_\_

Date License No. Assigned: \_\_\_\_\_ By: \_\_\_\_\_

Date Download Link Emailed: \_\_\_\_\_ By: \_\_\_\_\_

## LICENSE FEE SCHEDULE FOR BRADD SOFTWARE

	License Fee	Sales Tax **	Total Cost
1. Initial Software License (new requests):			
Private Organization:	\$5000	\$300	\$5300
Educational Institutions for Consulting Use:	\$5000	\$300	\$5300
Educational Institutions for Educational Use Only***:	\$500	No Tax	\$500
Local Governmental Agency ****(municipality or county):	\$500	No Tax	\$500
Foreign Government:	\$500	\$30	\$530
Department Executive Agencies:	No Fee	No Tax	No Cost
State Transportation Agencies outside Pennsylvania:	No Fee	No Tax	No Cost
2. Updated Version for Malfunction Correction:			
	NONE	NONE	NONE
3. Updated Version for Additional Functions (Do not include this fee with a new request):			
Private Organization:	\$1500	\$90	\$1590
Educational Institutions for Consulting Use:	\$1500	\$90	\$1590
Educational Institutions for Educational Use Only***:	\$150	No Tax	\$150
Local Governmental Agency**** (municipality or county):	\$150	No Tax	\$150
Foreign Government:	\$150	\$9	\$159
Department Executive Agencies:	No Fee	No Tax	No Cost
State Transportation Agencies outside Pennsylvania:	No Fee	No Tax	No Cost

**NOTE: All fees are assessed on a per Site License basis.**

\*\* The sales tax does not apply to out-of-state organizations as long as both the Mailing Address and the Site License Address are outside of Pennsylvania. **Tax-Exempt Organizations must submit a Pennsylvania Exemption Certificate (Form REV-1220).** Form REV-1220 can be found at [revenue.pa.gov/FormsandPublications/FormsforBusinesses/SUT/Documents/rev-1220.pdf](http://revenue.pa.gov/FormsandPublications/FormsforBusinesses/SUT/Documents/rev-1220.pdf).

\*\*\* Educational Institutions requesting license for **Educational Use Only** must certify in writing, by a Dean or higher official, that this software will only be used for instructional purposes and will not be used for consulting work. The written certification must be received before any license and/or update is issued. Also, the Department of Revenue's Pennsylvania Exemption Certificate form REV-1220 must be included with the license request.

\*\*\*\* Local Governmental Agencies requesting a license, **which is intended for use by your contracted/appointed Engineer**, must have that Engineer certify in writing, by the principle-in-charge, that this software will only be used for work of your Local Governmental Agency, and will not be used for consulting work. The written certification must be received before any license and/or update is issued. Also, the Department of Revenue's Pennsylvania Exemption Certificate form REV-1220 must be included with the license request.