

MASTER MEMORANDUM OF UNDERSTANDING

for

Work Zone Traffic Control Services

by and between

STATE HIGHWAY ADMINISTRATION

and

MARYLAND STATE POLICE

THIS MASTER MEMORANDUM OF UNDERSTANDING, hereinafter referred to as “**MASTER MOU**”, is made effective this 1st day of September, 2024 (“**Effective Date**”), by and between the State Highway Administration, hereinafter referred to as “**SHA**” and the Maryland State Police, hereinafter referred to as “**MSP**”, both acting for and on behalf of the State of Maryland.

WHEREAS, the SHA is responsible for constructing and maintaining State roads (“**ROAD WORK**”) throughout the State; and

WHEREAS, sometimes while performing **ROAD WORK** there is a need for additional safety enhancement measures to protect State employees, contractors and the traveling public; and

WHEREAS, to help maintain safety when **ROAD WORK** is being performed the SHA establishes Temporary Traffic Control Zone (“**WORK ZONE**”); and

WHEREAS, to improve **WORK ZONE** safety, SHA may request the presence of uniformed MSP Trooper(s) to regulate, enforce and encourage compliance with traffic laws, and to control traffic movements (“**SERVICES**”); and

WHEREAS, it is SHA’s preference for an emergency vehicle to be used for work zone projects, the MSP will make attempts to utilize such vehicles, when available and not directly impacting routine patrol functions otherwise a State-owned vehicle could be utilized if equipped with a functioning red and blue emergency vehicle lighting, wig wag headlights, strobe flashers, etc; and

WHEREAS, MSP concurs that the **SERVICES** of MSP Trooper(s) will increase motorist’s awareness to **WORK ZONE** activities, encourage greater obedience to posted regulations and enhance safety; and

WHEREAS, MSP has agreed to assist SHA, at SHA’s cost, by providing **SERVICES** in **WORK ZONES** when SHA deems that such **SERVICES** would improve **WORK ZONE** safety; and

WHEREAS, each employee of SHA and MSP working under this **MASTER MOU** shall remain an employee of their respective agency for all purposes, including but not limited to liability; and

WHEREAS, MSP Troopers may be called to carry out **SERVICES** within or near the **WORK ZONE** at any time by the SHA District Engineer (or other SHA Senior Manager) or his/her designee (“**PROJECT ENGINEER**”), subject to the scheduling requirements noted elsewhere in this **MASTER MOU**; and

WHEREAS, the term of the **MASTER MOU** (“**TERM**”) shall be for a period of five (5) years with a not to exceed cost of Four Million Dollars (\$4,000,000) during the **TERM**; and

WHEREAS, a supplemental annual Letter of Agreement (LOA) will be executed to supplement this MASTER MOU to establish compensation rates and/or budget limits for each fiscal year; and

WHEREAS, SHA and the MSP agree that this MASTER MOU will benefit both parties of this MASTER MOU and will promote the safety, health and general welfare of the citizens of the State.

NOW, THEREFORE, THIS MASTER MOU WITNESSETH, that for and in consideration of mutual covenants and promises and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, be it understood that SHA and MSP hereby agree as follows:

I. PROCEDURES AND REQUIREMENTS

A. TRAFFIC CONTROL PLAN PREPARATION

A Traffic Control Plan (“TCP”) for the WORK ZONE is developed by SHA for each major ROAD WORK project. During the preparation of the TCP, the PROJECT ENGINEER will determine if the SERVICES of the MSP are required.

B. SHA RESPONSIBILITIES

1. The SHA will follow its Standard Operating Procedures as outlined in **EXHIBIT A**, attached hereto and incorporated herein for requesting MSP assistance during ROAD WORK.
2. When SHA’s PROJECT ENGINEER request SERVICES from MSP, SHA will provide an estimated time period for the assignment to include the start and stop times and the number of days for the assignment.
3. The SHA shall provide Seventy Two (72) hours advance notice to MSP when the SERVICES are required. Special consideration will be given to emergency traffic control needs and allowances will be made to shorten the notification time.
4. Typical SERVICES of the MSP Trooper within or near WORK ZONE will be reviewed by SHA’s PROJECT ENGINEER with the MSP and the contractor in advance of commencing work.
5. SHA shall advise the appropriate MSP Barrack of any change in scheduling at least 24 hours in advance of the start time. The MSP Trooper is responsible for checking with the MSP Barrack two (2) hours prior to their scheduled arrival time to confirm assignment. In the event that the responding MSP Trooper appears at the work site without the MSP Barrack being notified by SHA of any scheduling changes at least 24 hours in advance of the start time, then four (4) hours overtime may be charged to the project in question.
 - a. To receive the four (4) hours MSP will provide a printed copy of the CAD Generated Incident to the Assistant District Engineer – Construction (ADE-C) or Assistant District Engineer - Maintenance (ADE-M) which shall contain at a minimum the MSP Troopers name and ID Number, date, time, location of project, Z Number notation that no SHA Representative was present. The ADE-C or ADE-M will confirm with the PROJECT ENGINEER that they had requested a MSP Trooper

and were not able to notify the MSP Barrack of any scheduling changes at least 24 hours in advance of the start time.

- b. To pay the invoice, SHA will need a time sheet signed by the ADE-C or ADE-M or his/her designee.
6. In the event a MSP Trooper is prohibited from performing a certain task of the SERVICES due to MSP policy or procedures, or otherwise fails to perform in a manner expected by the SHA District Engineer, SHA shall bring the matter to the attention of the Director – Office of Traffic Safety, who will resolve the matter with MSP Liaison assigned to SHA.
7. SHA acknowledges the law enforcement duties of the MSP Trooper(s) take precedence over the SERVICES required under this MASTER MOU.
8. Upon receipt of periodic invoices from MSP, SHA shall pay for the MSP Trooper(s) time on an hourly basis per officer utilized as outlined in Section II hereto.
9. SHA shall not be responsible to reimburse MSP for the MSP Trooper(s) time while away from the WORK ZONE.

C. MSP RESPONSIBILITIES

1. The MSP Trooper(s) assigned to a project will be an off-duty MSP Trooper(s) in full uniform, with an emergency vehicle (when one is available) with all of the usual police equipment.
2. The MSP Trooper(s) shall wear at minimum, Class 2 American National Standards Institute/International Safety and Equipment Association (ANSI/ISEA) 107-2004 apparel or its equivalent (see **EXHIBIT “B”**, attached hereto and incorporated herein).
3. The MSP Trooper assigned to the project will be required to complete SHA’s Work Zone Law Enforcement Training Course or an SHA-approved course equivalent prior to serving on a WORK ZONE detail. This training course is valid for a period of four (4) years. It is MSP’s responsibility to ensure that MSP Trooper(s) assigned have completed the SHA course.
4. MSP Trooper(s) will perform normal police related activities, as appropriate, along the approaches to and throughout the WORK ZONE in order to perform the SERVICES (such as to enforce the law and help regulate, warn, and control traffic movements, etc.).
5. The MSP Troopers will be responsible for signing in/out with the SHA PROJECT ENGINEER or his/her designee at the time of arrival/departure from the work site and completing SHA’s Timesheet for Use of Off-Duty Maryland State Police (OOC55, see **EXHIBIT “C”**, which is attached hereto and incorporated herein). SHA will not process for payment any invoice that does not include an OOC55 signed by an SHA representative.
6. The MSP Trooper(s) at the WORK ZONE will be under the command of the local MSP Barrack Commander. The MSP Trooper(s) will cooperate as much as possible with SHA traffic, construction, and maintenance staff, especially in terms of specific locations in which to set up and will respond to all SHA reasonable requests. A sense of team work is important.

7. Should an MSP Trooper(s) be called to active-duty status outside of the WORK ZONE, the MSP Trooper(s), although not required, will make every effort to notify the PROJECT ENGINEER or designee and the MSP will not be responsible for any incidents that occur within the WORK ZONE while the MSP Trooper(s) is away. The MSP will make every effort to ensure the MSP Trooper(s) return to the WORK ZONE as soon as possible.
8. MSP representative will be invited to attend pre-construction conferences to review the TCP for projects or project phases in which their services are required.
9. The MSP Trooper is responsible for checking with the MSP Barrack two (2) hours prior to their scheduled arrival time to confirm assignments.

II. REIMBURSEMENT

A. The following reimbursement procedures shall be followed by MSP for services rendered.

1. Reimbursement from SHA to MSP for the Trooper(s) time shall be paid only in whole hour increments for each MSP Trooper utilized. The MSP Trooper(s) time begins when he/she signs in at the Project Office and ends when he/she signs out, except for occurrences as outlined in Section I.C.7. above.
2. Reimbursement from SHA to MSP will include the MSP's most recent approved indirect cost rate applied to the overtime amount billed.
3. Reimbursement from SHA to MSP will consist of the following rate charges
 - a. MSP Trooper(s) overtime Cost not to exceed: \$125.00 per hour*
 - b. Indirect costs @ 25.27% of the overtime amount*
4. * The reimbursement rates reflect the current rates in effect at the time of the MASTER MOU. MSP shall promptly report any changes to the above rates to SHA prior to their taking effect. SHA will then issue a Supplemental Letter of Agreement ("SUPPLEMENTAL LOA") which is attached hereto as **EXHIBIT "D"**, which is attached hereto and incorporated herein. The SUPPLEMENTAL LOA will be executed annually. Copies of executed SUPPLEMENTAL LOA will be distributed to all appropriate SHA Offices.
 - a) The changes in the reimbursement rates needs to be communicated to the SHA Offices such as ADE-C's or ADE-M's that will be approving the MSP invoices for payment of SERVICES.
5. All costs incurred as a result of this MASTER MOU shall be charged to a project account to be established through normal accounting procedures and these costs shall be at the mutually agreed upon rates. All payments made shall be considered as full compensation for SERVICES rendered, as annotated on the reimbursement request, and as mutually agreed upon. Billing shall occur on a monthly basis. Form MSP 198A Contract for Extraordinary Law Enforcement Services (see **EXHIBIT "E"**, which is attached hereto and incorporated herein) must be filled out and signed by all parties involved prior to MSP providing services to the SHA.

6. When submitting a bill (invoice) to the SHA, MSP shall include a spreadsheet that includes the hours worked by the MSP Trooper(s) as obtained from the MSP Trooper(s) timesheet. The spreadsheet must also include the Project Z Number and title, trooper's name, date of service, hours charged, and all expenses incurred. . Provide this information with all billing statements to ensure approval by SHA.

B. The following reimbursement procedures shall be followed by SHA for services

1. To the extent practical, the SHA will report any discrepancies to MSP within ninety (90) days of receiving the invoice.
2. The SHA shall receive all invoices within one hundred eighty (180) days of the date(s) of service.
3. The SHA shall submit payment to MSP within Thirty (30) days of receiving an undisputed bill.
4. In the event the SHA disputes any billings from MSP, SHA may withhold payment only for the disputed item(s). Within thirty (30) days of the SHA's receipt of MSP's normal supporting documentation for such work, SHA shall meet with MSP to resolve the disputed item(s). At said meeting, SHA and the MSP shall use their good faith efforts to resolve all disputed item(s). Disputed item(s) not resolved within such time period shall be address as outlined in Section IV. A. herein.
5. During the Term of the MASTER MOU, transference of funds, as outlined herein, will be handled through an R*STARS transfer between agencies.
6. Prior to the beginning of each fiscal year, SHA shall obtain from MSP new Z Numbers for any SHA projects that will require MSP SERVICES in the upcoming fiscal year.

III. TERM

- A. The TERM of this MASTER MOU is for a period of five (5) years beginning with the date of execution of this MASTER MOU and ending on the thirty first (31st) day of August 2029, both dates are inclusive, unless sooner terminated as set forth herein.
- B. During the TERM of this MASTER MOU the total amount to be reimbursed to MSP by SHA for WORK ZONE SERVICES shall not exceed Four Million Dollars (\$4,000,000).
- C. Any party may terminate this MASTER MOU by giving ninety (90) days advanced written notice to the other party. If a party terminates its participation in this MASTER MOU, the party shall be liable only for performance rendered or costs incurred in accordance with the terms of this MASTER MOU prior to the effective date of termination.

IV. GENERAL PROVISIONS

Consistent with the respective statutory responsibilities of the parties, it is agreed that MSP and SHA will continue to work within the already existing framework of mutual respect and cooperation to the fullest extent possible to enhance highway safety, and to deliver efficient, coordinated highway safety services to the citizens of Maryland.

- A. Should disagreements arise as to the interpretation of the provisions of this MASTER MOU, SUPPLEMENTAL LOA, or with invoicing that cannot be resolved at the

operating level, the area(s) of disagreement will be stated in writing by each party and presented to the other parties for consideration. If agreement on interpretation is not reached within thirty (30) days, the parties shall forward the written presentation of the disagreement to a higher official in each agency for appropriate resolution.

- B. The parties hereby agree and affirm that the persons executing this MASTER MOU on their respective behalf are authorized and empowered to act on behalf of the respective parties. The parties hereby further warrant and affirm that no cause of action challenging the existence, scope, or validity of this MASTER MOU shall lie on the ground that the persons signing on behalf of the respective parties were neither authorized nor empowered to do so.
- C. The recitals (“WHEREAS”) clauses set out at the beginning of this MASTER MOU are incorporated herein and made a part hereof.
- D. All notices and/or invoices, if to MSP, shall be addressed to:

Colonel Roland L. Butler, Jr.
Department of State Police, Secretary
Office of Secretary
Maryland State Police
1201 Reisterstown Road
Pikesville, MD 21208
Phone: 410-653-4219
Email: msp.superintendent@maryland.gov

And if to SHA, shall be addressed to:

Dr. Sung Yoon Park
Traffic Development & Support Division, Chief
Office of Traffic and Safety
State Highway Administration
7491 Connelley Drive, Bldg. #1
Hanover, MD 21076
Phone: 410-787-5855
E-Mail: spark@mdot.maryland.gov

With a copy to:

Agreements Division, OPCM
MDOT State Highway Administration
707 N. Calvert Street, Mail Stop C-405
Baltimore, MD 21202
Phone: 410-545-5636
E-Mail: SHAAgreementsTeam@mdot.maryland.gov

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IN WITNESS WHEREOF, the parties hereto have caused this MASTER MOU to be executed by their proper and duly authorized officers, on the Effective Date.

STATE HIGHWAY ADMINISTRATION

WITNESS:

Andre Futrell

BY: _____ (SEAL)

Andre Futrell
Chief Operations Officer

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Sarah Marsavage

Assistant Attorney General

RECOMMENDED FOR APPROVAL:

Cedric Ward

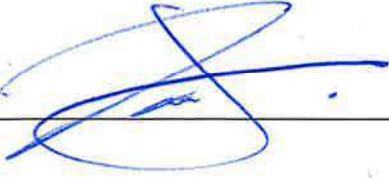
Cedric Ward, P.E., PTOE
Director
Office of Traffic and Safety

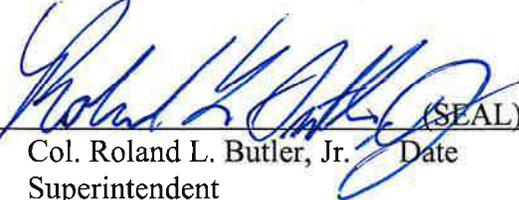
Kathy Wright

Kathy Wright
Acting Director
Office of Finance

MARYLAND STATE POLICE

WITNESS:



BY:  (SEAL)
Col. Roland L. Butler, Jr. Date
Superintendent

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

RECOMMENDED FOR APPROVAL:

Jeff White 02/25/2025

Assistant Attorney General Date
Maryland Department of State Police

EXHIBITS

 MARYLAND DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ADMINISTRATION	TRAFFIC CONTROL DEVICE APPLICATION GUIDELINES OFFICE OF TRAFFIC AND SAFETY		
	Issuing Unit TDSD	Application Guideline No. 6-F6	Originally Issued: 03/30/2004

GUIDELINES FOR MARYLAND STATE POLICE (MSP) USE IN WORK ZONES

BACKGROUND AND PURPOSE

The Maryland State Highway Administration (SHA) can request the use of Maryland State Police (MSP) in work zones under the Inter Agency Work Zone Service Agreement. The memorandum of understanding (MOU) is renewed every 5 years and revised as needed. The agreement allows MSP to be requested for monitoring/presence, enforcement and traffic control in stationary, mobile, and rolling roadblocks work zone operations. These guidelines outline the process and criteria to request MSP Troopers and to provide guidance for the use of MSP in work zones.

SCOPE

This document covers the use of MSP in work zones only.

EXCEPTIONS

N/A

GUIDELINES

1. MSP Usage

Off-duty MSP Troopers and their vehicles may be used in construction and/or maintenance work zones to enhance the safety of SHA employees, the contractor's employees, and/or the motorists. The primary reasons to utilize police services are speed control, enforcement, traffic control and increased visibility in the work zones. In addition to the recommendations detailed herein, SHA and construction personnel should refer to the latest MOU for work zone traffic control services between SHA and MSP.

A. Use of Police Services in Stationary Work Zones

When Troopers are deployed in a stationary work zone, the service is usually implemented in the forms of a stationary police vehicle with lights on used for monitoring/presence, a police vehicle actively enforcing, or a combination of two police units. The following guidance can be used when using police services in a work zone.

1. Motorists approaching stationary work zones should be able to see the marked police vehicle three to five seconds in advance of its location.
2. The Trooper should be capable of starting an active enforcement at any moment.
3. The marked police vehicle should have its flashing lights on.
4. If traffic is expected to be free flowing through the work zone with little or no delays, the marked police vehicle should be positioned in advance of the work zone location (e.g., workers and equipment very near the traffic stream).
5. During traffic congestion, the marked police vehicle should be placed in advance of the traffic bottleneck.

6. The marked police vehicle should be located in a position that provides maximum safety for the Trooper, as far away from the traveled lane as possible.
7. The stationary police vehicle technique may be used on all types of highways and in both short-and long-term work zones.
8. Long length work zones (e.g., one mile or longer) may require additional Troopers and police vehicle units.
9. Requesting enforcement should be considered for the early stage of the project and following major changes in work zone conditions. Refer to the Criteria for Use Form in the Attachments below.

B. Use of Police Services in Mobile Work Zones

Marked police vehicles are utilized to enhance the visibility and safety of mobile work zones. The following deployment guidance summarizes this technique.

1. The marked police vehicle should be visible to approaching traffic, having its flashing lights on especially when escorting a mobile operation.
2. The marked police vehicle should not block an open lane unless protected by a protection vehicle with a Truck Mounted Attenuator (TMA) or a Trailer Truck Mounted Attenuator (TTMA).
3. The marked police vehicle should be placed ahead of the protection vehicle. The distance between the vehicles will be based on the Roll Ahead Distance (RAD), the type of work, terrain, local area and other factors.

C. Use of Police Rolling Roadblock Services in Work Zones

The police rolling roadblock technique (also referred as controlled delay) is used for work zone situations requiring intermittent short-duration full road closures (e.g. closures for bridge girder placement and utility crossing work) and/or slowing of traffic (e.g. abrupt lane shifts and hazardous conditions requiring reduced speed). The following deployment guidance summarizes this technique.

1. Marked police vehicles should be positioned in front of each travel lane to control the flow of traffic on the highway. The police vehicles shall enter the roadway, form the rolling roadblock, and slow/stop traffic in advance of the work activity area.
2. Troopers should maintain a controlled speed through the work zone as determined by the Engineer.
3. All entrance ramps between the start of the blockade and the work zone shall be temporarily closed until the blockade has passed.

2. Requesting MSP

MSP presence may be requested for variety of projects including work on freeways/expressways or other high speed roadways; paving/patching; drainage repair/replacement/cleaning; guardrail/end treatment repair/replacement and delineator placement; bridge cleaning/repair; lighting maintenance/repair; pavement marking and RPM repair/replacement; etc. Typically, a single MSP Trooper is requested but additional MSP Troopers may be requested as determined by the Project Engineer and approved by the District Engineer.

The following documents and resources should be referenced when requesting MSP:

- This guideline - Maryland State Police (MSP) Use in Work Zones including the following attachments:
 - Standard Operating Procedures for Requesting Maryland State Police in Work Zones
 - SHA Criteria for Use Form
- Current Master Memorandum of Understanding (MOU) for work zone traffic control services between SHA and MSP.
 - Current Service Contract
 - MSP Contract for Extraordinary Law Enforcement Services (MSP Form 198A)
 - Local Police Agreement (to be used **only** when MSP advised that they are not able to perform the requested services). Please refer to Standard Operating Procedures for Requesting Maryland State Police in Work Zone item 7.
- Current SHA Timesheet for Use of Off-Duty Police in Work Zones (OOC Form 055)
- Current SHA High Visibility Apparel Policy

ATTACHMENTS

Standard Operating Procedures for Requesting Maryland State Police in Work Zone

Approved: 09/01/2019

The following document is to be used by Maryland State Highway Administration (SHA) personnel for obtaining off-duty Maryland State Police (MSP) Troopers in Work zones.

The need for a MSP Trooper may be realized during preparation of the Traffic Control Plan (TCP), pre-construction conference, and/or during construction/maintenance operations. Once the need has been identified the following steps should be taken to request an off-duty MSP Trooper.

1. SHA Project Engineer or designee must fill out the SHA Criteria for Use Form indicating the justification for request, and number of Troopers requested and their duties.
2. The SHA Criteria for Use Form must be submitted to the District Engineer (or other SHA Senior Manager) or designee for approval. The designee of the District Engineer (or other SHA Senior Manager) shall not be at a level lower than an Assistant District Engineer or Division Chief.
3. After approval by the District Engineer (or other SHA Senior Manager)
 - a. Contact MSP to provide SHA with a Z-Number and this number should be placed on the SHA Criteria for Use Form.
 - b. Copies of the SHA Criteria for Use Form including the Z-number should be forwarded to the Chief Engineer – Operations, Director of the Office of Traffic and Safety, and the Project Engineer.
4. Complete MSP Form 198A Contract for Extraordinary Law Enforcement Services.
 - a. The completed MSP Form 198A including the Z-number should be forwarded to the appropriate MSP Barrack for their signatures and approval.

The request must be received by MSP at least seventy-two (72) hours in advance of the requested time of service.

5. Typical services of the MSP Trooper within or near a Work Zone will be reviewed by the Project Engineer with the MSP and the contractor in advance of commencing work. Examples of duties are presence, enforcement (i.e., speed, distraction, and other enforcement measures) and traffic control in stationary, mobile, and rolling roadblocks work zone operations.
6. Any change in scheduling shall be provided to the MSP Barrack at least twenty-four (24) hours in advance. The responding Trooper is responsible for checking with the MSP Barrack two (2) hours prior to their scheduled arrival time to confirm assignment. In the event that the responding MSP Trooper appears at the work site without being notified of any changes, then four (4) hours of the Trooper's time may be charged to the project.
7. In the event MSP Troopers are unavailable, the SHA may request the services of the County or Municipal Police. Note: The County or Municipal Police must have completed the SHA Work Zone Training and have a MOU with SHA. All requests for the use of County or Municipal Police must be approved by the District Engineer (or other SHA Senior Manager).
8. Upon arriving and prior to leaving the work site, the MSP Trooper(s) must sign in/out with the Project Engineer or designee.
9. Should the MSP Trooper need to leave the work zone, the MSP Trooper will make every effort to notify the Project Engineer. If the MSP Trooper is unable to contact the Project Engineer before leaving the work zone, the Project Engineer shall note on the timesheet that the MSP Trooper did not return to the project office to complete the sign-out portion of the timesheet.

MPS USE IN WORK ZONES
Standard Operating Procedures for Requesting
Maryland State Police in Work Zone
Approved: 09/01/2019 – Cont.

10. The Trooper(s) assigned to a project should be an off-duty Trooper(s) in full uniform and wearing SHA approved high-visibility safety apparel (per latest High Visibility Apparel Policy), and with a marked police vehicle with the usual police equipment. MSP Trooper(s) should have completed SHA's Work Zone Law Enforcement Training Course or a SHA-approved equivalent, prior to serving on any work zone detail. This training course is valid for a period of four (4) years.
11. Reimbursement procedures shall follow the current MOU.
 - a. When submitting a bill to the SHA, MSP shall include a spreadsheet that includes the hours worked by the Trooper(s) as obtained from the Trooper(s) timesheet. The spreadsheet must also include the information noted on the timesheet, such as the SHA Financial Management Information System (FMIS) number or SHA Project Number, initiating index, date of service, hours charged, name of SHA project engineer, name of Trooper, Trooper's badge number, etc. Provide this information with all billing statements to ensure approval by the SHA.
 - b. To the extent practical, the SHA will report any discrepancies to MSP within 90 days of receiving the invoice.
 - c. The SHA shall receive all invoices within 180 days of the Date(s) of Service.
 - d. The SHA shall submit payment to MSP within thirty (30) days of receiving the bill.
12. SHA shall obtain a new Z number from MSP during each fiscal year.

MPS USE IN WORK ZONES SHA Criteria for Use Form

The need for police enforcement is usually identified during the preparation of the Traffic Control Plan, but if determined warranted, MSP can be requested at any stage of the project with both short- and long-term work zones.

The District Engineer (or other SHA Senior Manager) or his/her designee must approve any use of MSP by affixing their signature to this criterion indicating the reason for their use. Additionally, the use of MSP must be reported to the Chief Engineer's office as well as the Office of Traffic and Safety upon approval of the District Engineer.

Justification for Request:

<input type="checkbox"/>	Major construction project
<input type="checkbox"/>	Full roadway or major ramp closures on freeway or expressway
<input type="checkbox"/>	Multiple lane closures (two or more lanes) on freeway or expressway
<input type="checkbox"/>	Speed enforcement for speed limit compliance
<input type="checkbox"/>	Short duration significant traffic flow disruptions (examples: erection of overhead structures, moving of large construction equipment, and signal swap-overs along busy arterials)
<input type="checkbox"/>	New and/or unusual traffic patterns where driver error and/or inattentiveness may result in erratic maneuvers (examples: temporary median crossover, temporary bypass roads, traffic pattern changes)
<input type="checkbox"/>	Higher potential for incidents (examples: high traffic generators (concerts, events, games, etc.), nighttime work, workers exposed to high-speed traffic, higher risk for road users, crash history, etc.)
<input type="checkbox"/>	Potential for unexpected or sudden traffic queues
<input type="checkbox"/>	Other: (specify)

Trooper Schedule, Location and Duty	Project Location: _____
<input type="checkbox"/> Temporary Traffic Control Assistance	Number of Troopers: _____ Beginning / Ending Time: ____AM/PM- __AM/PM
<input type="checkbox"/> Enforcement (e.g., Citations/Warnings)	Number of Troopers: _____ Beginning / Ending Time: ____AM/PM- __AM/PM
<input type="checkbox"/> Monitoring/Presence	Number of Troopers: _____ Beginning / Ending Time: ____AM/PM- __AM/PM
<input type="checkbox"/> Other (e.g., mobile operations) _____	Number of Troopers: _____ Beginning / Ending Time: ____AM/PM- __AM/PM

Approval:

Date of Request: _____	Job Date: _____	Total Number of Troopers Requested: _____
Recommended by: _____	Approval by: _____	
Title: _____	(District Engineer)	
Date: _____	Date: _____	

For SHA Office Use

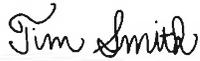
SHA FMIS Number: _____	MSP Z-Number: _____
MSP Barrack Contacted: _____	MSP Contact Person: _____
MSP Available: Yes <input type="checkbox"/> No <input type="checkbox"/>	If no, Department of Local Police Contacted: _____

Exhibit B

Maryland Department of Transportation
State Highway Administration
High Visibility Safety Apparel Policy

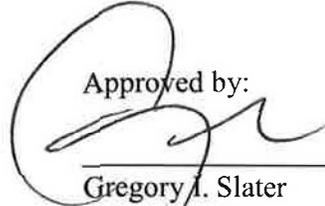
This policy replaces all pre-existing high visibility apparel policies.

Recommended by:



Tim Smith, P.E.
Deputy Administrator
Chief Engineer for Operations

Approved by:



Gregory A. Slater
Administrator

Date:

Date:

1. BACKGROUND

- 1.1 Research demonstrates that high visibility safety apparel has a significant impact on the safety of employees who work on highways and rights-of-way.
- 1.2 In addition, high visibility safety apparel may help to prevent injuries and accidents and to make highway workers more visible to the motoring public, which ultimately improves traffic safety.

2. STATEMENT OF POLICY

- 2.1 The High Visibility Safety Apparel Policy provides a standardized apparel program.
- 2.2 The program seeks to improve the visibility of all persons who work on Maryland Department of Transportation State Highway Administration (MDOT SHA) highways and rights-of-way.
- 2.3 All safety apparel shall contain the appropriate label identifying the class.
- 2.4 Compliance with this policy was effective as of January 1, 2019.

3. APPLICABILITY

- 3.1 This policy applies to all MDOT SHA employees and all other persons who work on Maryland state highways and rights-of-way.
- 3.2 This policy exceeds the standards referenced in the Maryland Manual on Uniform Traffic Control Devices (MD MUTCD) 2011 Edition.
- 3.3 All workers shall wear, at a minimum, a single ANSI/ISEA 107/2015 Class 3 safety garment on the upper torso.
- 3.4 All ANSI Class 3 safety garments must be worn fully fastened to meet ANSI/ISEA 107/2015 specifications.
- 3.5 MDOT SHA employee garments shall have a fluorescent yellow-green background material color and be the outermost garment worn.
- 3.6 MDOT SHA employee garment retro-reflective material color shall be silver or white and shall be visible at minimum distance of 1,000 feet. The retro-reflective safety

apparel shall be designed to clearly recognize and differentiate the wearer as a person from the surrounding work environment. The retro-reflective material may be contrasted by fluorescent orange background material not to exceed one-and-one-half inches on either side of the retro-reflective material.

- 3.7 SPECIAL NOTE: A breakaway vest may be considered for certain tasks to prevent entanglement.
- 3.8 Non-MDOT SHA workers' garments shall be approved ANSI/ISEA 107/2015 Class 3 for wear on the upper torso that is either fluorescent orange-red or fluorescent yellow-green background material color and must be the outermost garment worn.
- 3.9 Non-MDOT SHA workers' garments retro-reflective material color shall be orange, yellow, white, silver, yellow-green, or fluorescent version of these colors, and be visible at a minimum distance of 1,000 feet. The retro-reflective safety apparel shall be designed to clearly recognize and differentiate the wearer as a person from the surrounding work environment.
- 3.10 For all MDOT SHA and non-MDOT SHA workers applicable to this Policy, it is recommended that all ANSI Class 3 safety garments under this Policy be cared for according to the manufacturer specifications.

4. REFERENCES

- 4.1 ANSI/ISEA 107/2015 standard — American National Safety Institute/International Safety Equipment Association
- 4.2 MUTCD 2011 -Manual for Uniform Traffic Control Devices - Sections 6D.03 Paragraph 4 and 6E.02
- 4.3 Visibility Research — The VCTR 1989 report concludes that fluorescent colors, when compared with non-fluorescent colors, enhance the daytime conspicuity of worker clothing.

5. DEFINITIONS

- 5.1 Highways — all Maryland roadways owned and maintained by MDOT SHA .
- 5.2 High Visibility Safety Apparel (HVSA) — Personal protective safety clothing intended to ensure roadside workers stand-out to drivers during both daytime and nighttime, and other low-light condition usage. The outermost high-visibility garment worn by MDOT SHA and non-MDOT SHA workers who work on MDOT SHA highways and rights-of-way.
- 5.3 Retro-reflective Material – Material that reflects and returns a relatively high proportion of light in a direction close to the direction from which it came.
- 5.4 Background Material – Colored fluorescent material intended to be highly visible, but when not used in conjunction with retro-reflective material as intended, are not compliant with the requirements of this standard for retro-reflective material.
- 5.5 Breakaway – A garment system that allows workers to quickly remove the vest for additional safety around extreme traffic hazards, moving machinery, or equipment.

EXHIBIT C

OOC055 (Rev. 02/22/18) 04/25/14-

MARYLAND STATE HIGHWAY ADMINISTRATION
TIMESHEET FOR USE OF OFF-DUTY POLICE IN WORK ZONES

Use of Off-Duty Police in Work Zones must be approved in advance by an SHA District Engineer (or other Senior Manager) or Designee.

Contract No. / FMIS No: _____ MSP Z-No: _____

Project Location: _____

Initiating Index: _____

Date of Service: _____

Arrival Time	Departure Time	Hours Charged	Badge Number	Name of Trooper (Print)	Trooper's Signature

SHA On-Site Representative: _____
(Printed)

SHA Project Engineer: _____
(Signature)

FOR CANCELLATION USE ONLY

Date of Cancellation: _____ Time of Cancellation: _____ AM PM

Reason for Cancellation: _____

MSP Notified: Yes No Time of Call: _____ AM PM

Date Modified: _____

MSP Phone Number: (____) _____

MSP Notified of Cancellation by: _____

Reschedule Date: _____ Time: _____ AM PM

Note: MSP Troopers are guaranteed (4) four hours of work for arriving at the work site if the MSP Barrack wasn't notified of

any scheduling changes at least 24 hours in advance of the start time.

- District Construction Office
- Duplicate: Trooper/Police Officer
- Project Engineer/SHA Project File

(DATE)

EXHIBIT D

Colonel Roland L. Butler, Jr.
Superintendent
Maryland Department of State Police
1201 Reisterstown Road
Pikesville, MD 21208

Dear Colonel Butler, Jr.,

This Supplement Letter Of Agreement (“**LOA**”) between the Maryland State Highway Administration (“**SHA**”) and Maryland State Police (“**MSP**”) sets forth the agreement (“**AGREEMENT**”) between the parties pertaining to reimbursing funds MSP for Work Zone Traffic Control Services (“**SERVICES**”) provided by MSP Troopers to SHA between September 1, 20__ through and including August 31, 20__ and in accordance with the terms and conditions set forth in the MASTER MOU dated _____, 2025 by and between SHA and MSP.

In accordance with the MASTER MOU, reimbursement to the MSP for WZTCS will be based on the following rate charges:

- a. Trooper(s) overtime Cost not to exceed: \$125.00 per hour
- b. Indirect Costs @ 25.27% of the overtime amount

The parties agree to invoicing and payment as sets forth in the MASTER MOU. SHA and the MSP agree to cooperate with each other to accomplish the terms and conditions of this LOA and the MASTER MOU.

Col. Butler, Jr.
Page 2

If the terms of this LOA are acceptable to the MSP, please sign both originals where indicated and return the two (2) originals to:

Agreements Coordinator
707 N. Calvert Street
Mailstop C-405
Baltimore, MD 21202

After both originals are fully executed by SHA, one (1) original will be returned to you for the MSP use and information.

Sincerely,

STATE HIGHWAY ADMINISTRATION

Witness

Andre Futrell
Chief Operations Officer

Recommended for Approval:

**Verification that SUPPLEMENTAL LOA is
consistent with MASTER MOU:**

Cedric Ward, P.E.
Director,
Office of Traffic and Safety

Quinn DeVage
Agreements Coordinator

**CONCURRENCE:
MARYLAND STATE POLICE**

Witness:

Col. Roland L. Butler, Jr.
Superintendent
Maryland State Police

MARYLAND STATE POLICE CONTRACT FOR EXTRAORDINARY LAW ENFORCEMENT SERVICES

Company Name:

Barrack / Unit (Name & No.) on behalf of the Maryland Department of State Police ("Department")

The parties agree the Requesting Party shall pay the Department to provide extraordinary law enforcement services pursuant to the terms of this contract as set forth below.

Description of Service and Location

Service Start: End: Start Time: End: **OR** Times will vary

The anticipated cost of the extraordinary law enforcement service is:

- Overtime Cost not to exceed:...**\$125.00** per hour
- Indirect Cost Recovery Rate:.....**25.27%** of overtime cost

NOTE: If you are prohibited or restricted by law from paying the indirect cost, you must submit certified documentation of such restriction prior to MSP completing this contract.

Billing Contact	Engineer Contact/Project Information
Name: <input type="text"/>	Name: <input type="text"/>
Phone: <input type="text"/>	Phone: <input type="text"/>
Email: <input type="text"/>	Email: <input type="text"/>
Address: <input type="text"/>	Project #: <input type="text"/>
	Index #: <input type="text"/>

- Upon billing by the Department, the Requesting Party shall promptly pay the cost of the services described herein. Promptly pay as used herein shall mean thirty (30) days from the date of billing.
- For purposes of this Contract and the execution of its terms, the parties agree the employees of each, for purposes of liability, shall remain the employee of the respective party. It is not the intention of either party to either limit or expand any of the immunities and defenses currently applicable to law enforcement officers or employees of their respective employers.
- Either party may terminate this Contract for any reason by giving the other party prompt notice of the intention to do so. This notification provision shall not prohibit the Department from immediately terminating this Contract or reassigning law enforcement personnel assigned to this contract to other duties as emergencies may require.
- This Contract shall be construed, governed and enforced in accordance with the laws of the State of Maryland.
- This Contract has no exhibits, contains all the agreements, conditions and understandings made between the parties and supersedes all prior written and oral agreement between them with respect to the matter discussed herein.
- Each individual executing this Contract on behalf of a party represents and warrants that such individual is duly authorized to execute and deliver this Contract on behalf of the party the individual purports to represent and this Contract is enforceable against either entity in accordance with its terms.
- Services may be subject to a four hour minimum.

Requesting Party	Witness for the Requesting Party
Typed Name: <input type="text"/>	Typed Name: <input type="text"/>
Signature: _____ Date: _____	Signature: _____ Date: _____
For the Department	Witness for the Department
Typed Name: <input type="text"/>	Typed Name: <input type="text"/>
Signature: _____ Date: _____	Signature: _____ Date: _____

This is to certify this contract was prepared by or under the supervision of the undersigned Maryland attorney, approved as to form and legal sufficiency:

Phillip M. Pickus
Phillip M. Pickus
Assistant Attorney General
Maryland Department of State Police

FMIS No. Z - _____

Authority: _____
MSP Finance Division

Date: _____

MSP 198A (Effective: July 1, 2024 - June 30, 2025)

Email to Finance: state-police-dl-generalaccounting@maryland.gov DO NOT WORK UNTIL APPROVED.