

MASTER MEMORANDUM OF UNDERSTANDING

for

Work Zone Traffic Control Services

by and between

MARYLAND DEPARTMENT OF TRANSPORTATION**STATE HIGHWAY ADMINISTRATION**

and

MARYLAND STATE POLICE

THIS MASTER MEMORANDUM OF UNDERSTANDING, hereinafter referred to as "**MASTER MOU**", executed in duplicate, is made effective this 1st day of September, 2019, by and between the Maryland Department of Transportation State Highway Administration, hereinafter referred to as "**MDOT SHA**" and the Maryland State Police, hereinafter referred to as "**MSP**" both organizations have the status of an agency of the State of Maryland.

WHEREAS, the MDOT 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 MDOT SHA establishes Temporary Traffic Control Zone ("**WORK ZONE**"); and

WHEREAS, to improve WORK ZONE safety, MDOT 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 MDOT SHA's preference for a marked police 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 an unmarked police 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 MDOT SHA, at MDOT SHA's cost, by providing SERVICES in WORK ZONES when MDOT SHA deems that such SERVICES would improve WORK ZONE safety; and

WHEREAS, each employee of MDOT 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 MDOT SHA District Engineer (or other MDOT 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, MDOT 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 MDOT 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 MDOT SHA for each major ROAD WORK project. During the preparation of the TCP, the MDOT SHA District Engineer (or other MDOT SHA Senior Manager) or his/her designee will determine if the SERVICES of the MSP are required.

B. MDOT SHA RESPONSIBILITIES

1. The MDOT SHA will follow its Standard Operating Procedures as outlined in **EXHIBITS A and B**, attached hereto and incorporated herein for requesting MSP assistance during ROAD WORK.
2. When MDOT SHA's PROJECT ENGINEER request SERVICES from MSP, MDOT 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 MDOT 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 MDOT SHA's PROJECT ENGINEER with the MSP and the contractor in advance of commencing work.
5. MDOT SHA shall advise the appropriate MSP Barrack of any change in scheduling at least 24 hours in advance. 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 being notified of any changes, 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 MDOT SHA Representative

was present. The ADE-C or ADE-M will confirm with the PROJECT ENGINEER that they had requested an MSP Trooper and were not able to cancel prior to the Trooper reporting.

- b. To pay the invoice, MDOT SHA will need a time sheet signed by the ADE-C or ADE-M or his/her designee.
6. In the event no MSP Troopers are available, MDOT SHA may request the services of the local County or Municipal Police (see **EXHIBIT "C"**, attached hereto and incorporated herein).
7. 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 MDOT SHA District Engineer, MDOT 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 MDOT SHA.
8. MDOT SHA acknowledges the law enforcement duties of the MSP Trooper(s) take precedence over the SERVICES required under this MASTER MOU.
9. Upon receipt of periodic invoices from MSP, MDOT SHA shall pay for the MSP Trooper(s) time on an hourly basis per officer utilized as outlined in Section II hereto.
10. MDOT 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 a marked (when one is available) police vehicle 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 D** attached hereto and incorporated herein).
3. The MSP Trooper assigned to the project will be required to complete MDOT SHA's Work Zone Law Enforcement Training Course or an MDOT 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 MDOT 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 MDOT SHA PROJECT ENGINEER or his/her designee at the time of arrival/departure from the work site and completing MDOT SHA's Timesheet for Use of Off-Duty Maryland State Police (OOC55, see **EXHIBIT E** which is attached hereto and incorporated herein). MDOT

SHA will not process for payment any invoice that does not include an OOC55 signed by an MDOT 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 MDOT SHA traffic, construction, and maintenance staff, especially in terms of specific locations in which to set up and will respond to all MDOT 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 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 MDOT 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 MDOT SHA to MSP will include the MSP's most recent approved indirect cost rate applied to the overtime amount billed.
3. Reimbursement from MDOT SHA to MSP will consist of the following rate charges
 - a. MSP Trooper(s) overtime Cost not to exceed: \$88.93 per hour*
 - b. Indirect costs @ 26.71% of the overtime amount*
 - c. Vehicle cost per hour: none*
 - d. FICA rate @ 1.45% of the overtime amount*
 - e. Unemployment @ 0.28 % 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 MDOT SHA prior to their taking effect. MDOT SHA will then issue a Supplemental Letter of Agreement ("SUPPLEMENTAL LOA") which is attached hereto as **EXHIBIT "F"** 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 MDOT SHA Offices.

- a) The changes in the reimbursement rates needs to be communicated to the MDOT 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 "G" which is attached hereto and incorporated herein) must be filled out and signed by all parties involved prior to MSP providing services to the MDOT SHA.
 6. When submitting a bill (invoice) to the MDOT 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 information noted on the timesheet, such as the MDOT SHA financial Management information System (FMIS) number or MDOT SHA Project Number, initiating index, date of service, hours charged, arrival time, departure time, name of MDOT SHA PROJECT ENGINEER, name of MSP Trooper, MSP Trooper's IBM Number, etc. Provide this information with all billing statements to ensure approval by MDOT SHA.
- B. The following reimbursement procedures shall be followed by MDOT SHA for services
1. To the extent practical, the MDOT SHA will report any discrepancies to MSP within ninety (90) days of receiving the invoice.
 2. The MDOT SHA shall receive all invoices within one hundred eighty (180) days of the date(s) of service.
 3. The MDOT SHA shall submit payment to MSP within Thirty (30) days of receiving an undisputed bill.
 4. In the event the MDOT SHA disputes any billings from MSP, MDOT SHA may withhold payment only for the disputed item(s). Within thirty (30) days of the MDOT SHA's receipt of MSP's normal supporting documentation for such work, MDOT SHA shall meet with MSP to resolve the disputed item(s). At said meeting, MDOT 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. B. 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, MDOT SHA shall obtain from MSP new Z Numbers for any MDOT 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 2024, 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 MDOT 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 MDOT SHA will continue to work within the already existing frame work 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 MD MSP, shall be addressed to:

Lieutenant Colonel Frank B Lioi
Chief of Field Operations Bureau
Maryland State Police
1201 Reisterstown Road
Pikesville, MD 21208
Phone: 410-653-4218
Email: msp.fob@maryland.gov

And if to MDOT SHA, shall be addressed to:

Cedric Ward
Director
Office of Traffic and Safety
State Highway Administration
7491 Connelley Drive
Hanover, MD 21076
Phone: 410-787-5815

E-Mail: cward@sha.state.md.us

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: SHA_Agreements_Team@mdot.maryland.gov

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this MASTER MOU to be executed by their proper and duly authorized officers, on the day and year first above written.


**MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION**

WITNESS:

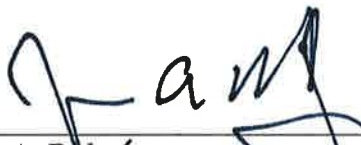
Tanya McNeil


BY:  (SEAL)
for Tim Smith, P.E.
Deputy Administrator/Chief Engineer
for Operations

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


Assistant Attorney General

RECOMMENDED FOR APPROVAL:


Jason A. Ridgeway
Deputy Administrator/Chief Engineer
for Planning, Engineering, Real Estate and
Environment


William Bertrand
Director
Office of Finance

MARYLAND STATE POLICE

WITNESS:

Karen J. Siegman

BY: *W. J. Pallozzi* (SEAL)
Col. William Pallozzi Date 8/20/19
Superintendent

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

RECOMMENDED FOR APPROVAL:

W. M. Swartz 8-12-19
Assistant Attorney General Date
Maryland Department of State Police

EXHIBITS



EXHIBIT A
Maryland State Highway Administration
Standard Operating Procedures for
Requesting Maryland State Police in Work Zones

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, 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) Project Engineer or his/her designee must fill out the Maryland State Highway Administration's Maryland State Police Criteria for Use Form (SHA Criteria for Use Form) and Maryland State Police Contract for Extraordinary Law Enforcement Services (Form MSP 198A).
- 2) The SHA Criteria for Use Form and Form MSP 198A must be submitted to the District Engineer (or other SHA Senior Manager) or his/her 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) Copies of the SHA Criteria for Use Form should be forwarded to the Chief Engineer – Operations, Director of the Office of Traffic and Safety, and the Project Engineer.
 - b) The appropriate MSP Barrack should be contacted and advised that you are sending by fax the completed and signed Form MSP 198A for their signatures and approval. MSP will provide SHA with a Z-Number and this number should be placed on the SHA Criteria for Use Form.

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

- 4) 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.
- 5) 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.
- 6) In the event MSP Troopers are unavailable, the SHA may request the services of the County or Municipal Police. All requests for the use of County or Municipal Police must be approved by the District Engineer (or other SHA Senior Manager).
- 7) Upon arriving and prior to leaving the work site, the MSP Trooper(s) must sign in/out with the Project Engineer or his/her designee.
- 8) Should the MSP Trooper need to leave the work zone, he/she 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.
- 9) The Trooper(s) assigned to a project should be an off-duty Trooper(s) in full uniform with approved (ANSI/ISEA 107-2004) high-visibility safety apparel or its equivalent, and with a marked (when one is available) police car with all of the usual police equipment. Beginning January 2010, the Trooper(s) assigned to a project should have completed SHA's Work Zone Law Enforcement Training Course or an SHA-approved equivalent, prior to serving on any work zone detail. This training course is valid for a period of four (4) years.
- 10) Typical services of the MSP Work Zone enforcement personnel will be reviewed by the Engineer with the MSP and the contractor in advance of commencing work.
- 11) A sense of team work is important. If a Trooper is prohibited from performing a certain task due to MSP policy or procedures, or otherwise fails to perform in a manner expected by the District Engineer, this is to be brought to the attention of the Director – Office of Traffic and Safety, who will resolve the matter with the Chief of Operations Bureau, MSP.
- 12) All time charges are calculated from the time of arrival at the work site to the time of departure from the work site.
- 13) The Project Engineer shall forward a copy of the completed MSP Trooper(s) timesheet to the District Office (or other appropriate SHA Office) within seven (7) days of the Date of Service.
- 14) 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 SHA.
- 15) To the extent practical, the SHA will report any discrepancies to MSP within 90 days of receiving the invoice.
- 16) The SHA shall receive all invoices within 180 days of the Date(s) of Service.
- 17) The SHA shall submit payment to MSP within thirty (30) days of receiving the bill.



EXHIBIT B

**Maryland State Highway Administration
MARYLAND STATE POLICE
-CRITERIA FOR USE-**

The use of off-duty Maryland State Police (MSP) and their vehicles may be used to enhance the safety of our employees, the contractor's employees, and/or the traveling public.

The District Engineer (or other SHA Senior Manager) or his/her designee must approve any use of MSP by affixing their signature to these criteria 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:

- Major construction projects.
- Full roadway or major ramp closures on expressways/freeways required for temporary maintenance.
- Closure of two or more lanes on urban freeways or expressways.
- To complement reduced speed signs where reduced speed is desired.
- Work zone situations involving short term or momentary traffic flow disruptions such as those caused by the erection of overhead structures, the moving of large construction equipment, and signal swap-overs along busy arterials.
- Work areas in which driver error and/or inattentiveness may result in erratic maneuvers, such as those involving temporary median crossover, temporary bypass roads, areas with new and / or unusual traffic patterns.
- Other: _____

Trooper Schedule, Location and Duties:

- Temporary Traffic Control Assistance (e.g. rolling road block) Monitoring/Presence
- Enforcement (e.g. Citations/Warnings) Other (e.g. mobile operations) _____

Number of Troopers: _____ Beginning Time: _____ AM/PM Ending Time: _____ AM/PM

Project Location: _____

Approval:

Date of Request: _____

Job Date: _____

Number of Troopers Requested: _____

Recommended by: _____

Approval by: _____

(District Engineer)

Title: _____

Date: _____

Date: _____

For SHA Office Use Only

SHA FMIS Number: _____

MSP Z-Number: _____

MSP Barrack Contacted: _____

MSP Contact Person: _____

MSP Available: Yes _____ No _____ If no, Department of Local Police Contacted: _____



EXHIBIT C (2 Pages)
Maryland State Highway Administration
Contract for Extraordinary Law Enforcement Services

Parties 1 The Maryland State Highway Administration ("SHA")
 2 _____ ("Department of Local Police")

The parties agree that the SHA shall pay the Department of Local Police to provide extraordinary law enforcement services pursuant to the terms of this contract as set forth below.

1. Description of Service: _____
2. Date of Service: Beginning: _____ and Ending: _____
 on each day at times from: _____ to: _____
3. The location the services are to be performed: _____
4. The anticipated cost of the extraordinary law enforcement services is: _____ (May not exceed \$92.98 per hour, per Officer.)
5. The Department of Local Police shall submit its bill to: Name: _____
 Position: _____ Telephone: _____
 Address: _____

6. The SHA shall receive all invoices within 180 days of the Date of Service. Upon billing by the Department of Local Police, the SHA shall promptly pay the cost of services described herein. "Promptly pay" as used herein shall mean thirty (30) days from the date of billing.

7. All employees of SHA and the Department of Local Police working under this agreement shall remain employees of their respective agency for all purposes, including but not limited to liability. All immunities and defenses applicable to the State, its agencies, its political subdivisions, its municipalities, and/or law enforcement officers or employees, including but not limited to sovereign immunity, are preserved and shall be unaffected by this agreement.

8. 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 of Local Police from immediately terminating this Contract or reassigning law enforcement personnel assigned to this Contract to other duties as emergencies may require.

9. This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Maryland.

10. This Contract has no exhibits, contains all agreements, conditions, and understandings made between the parties and supersedes all prior written or oral agreements between them with respect to the matter discussed herein and requires the Department of Local Police to abide by the following requirements:

- a. The Officer(s) assigned to a project will be an off-duty Officer(s) in full uniform, with approved (ANSI/ISEA 107-2004) high-visibility safety apparel or its equivalent, and with a marked police car with all of the usual police equipment.
- b. Beginning January 2010, the Officer(s) assigned to a project should have completed SHA's Work Zone Law Enforcement Training Course or an SHA-approved equivalent, prior to serving on any work zone detail. This training course is valid for a period of four (4) years. It is the responsibility of the Department of Local Police to ensure that Officer(s) assigned have completed the SHA course.
- c. Officer(s) will perform normal police related activities, including radar and speed enforcement, along the approaches to and throughout the Work Zone in order to enforce the law and help regulate, warn, and control traffic movements.
- d. The Officer(s) will be responsible for signing in/out with the Project Engineer or his/her designee at the time of arrival/departure from the work site. The Officer(s)'s time begins when he/she signs in at the Project Office and ends when he/she signs out (i.e. Travel Time is NOT included and will not be reimbursed).
- e. The Officer(s) at the site will be under the command of their Commanding Officer. The Officer(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 reasonable requests. A sense of team work is important.
- f. It is understood by the SHA that the law enforcement duties of the Officer(s) take precedence over the services provided under this agreement. Should an Officer(s) be called to active duty status outside of the work zone, the Officer(s) although not required will make every effort to notify the SHA and the Department of Local Police will not be responsible for any incidents that occur within the work zone while the Officer(s) is away. The Department of Local Police will make every effort to ensure that the Officer(s) returns to the work zone as soon as possible. Furthermore, the SHA is not responsible for reimbursing the Department of Local Police for the Officer(s)'s time while away from the work zone.
- g. Should the Officer need to leave the work zone, he/she will make every effort to notify the Project Engineer. If the Officer is unable to contact the Project Engineer before leaving the work zone, the Project Engineer shall note on the State Highway Administration Timesheet

EXHIBIT D (2 Pages)

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

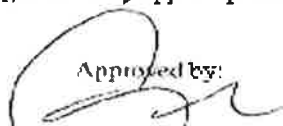
This policy replaces all pre-existing high visibility apparel policies.

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

EXHIBIT D (2 Pages)

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.01 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 E

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 they weren't notified of the cancellation within 24 hours of the start time.

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

(DATE)

EXHIBIT F

Colonel William Pallozzi
Superintendent
Maryland Department of State Police
1201 Reisterstown Road
Pikesville, MD 21208

Dear Colonel Pallozzi,

This Supplement Letter Of Agreement (“**LOA**”) between the Maryland State Highway Administration (“**MDOT 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 MDOT 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 _____, 2019 by and between MDOT 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: \$88.93 per hour
- b. Indirect Costs @ 26.71% of the overtime amount
- c. Vehicle Cost per hour: none
- d. FICA rate @ 1.45% of the overtime amount
- e. Unemployment @ 0.28 % of the overtime amount

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

