

## **SJPC 22-09**

# **BALZANO TERMINAL – HIGH MAST TOWER REPAIRS ADDENDUM NUMBER 2**

**APRIL 2, 2024**

### Item 1

Include the following documentation for compliance with Executive Order #117 with your proposal as follows:

Q13 Executive Order #117 is attached.

If your firm is not currently two-year Chapter 51 certified by the State of New Jersey Division of Purchase and Property, you must complete the State of New Jersey, Division of Purchase and Property “Two-Year Chapter 51 / Executive Order 117 Vendor Certification and Disclosure of Political Contributions” form (hereinafter referred to as the “Chapter 51 Form”), and then submit the said form with your proposal package. If your firm is currently two-year certified, attach the State certification with your proposal. Either of these forms satisfies the Q13 checklist requirement. A copy of the Chapter 51 Form is attached hereto.

### Item 2

Response to Questions Received:

- 1) On drawing S2.0, how does keynote #2 apply to HMT 10 & 13?

RESPONSE:

Omit key note #2 for towers 10 and 13.

- 2) Please provide the weight of the poles.

RESPONSE:

Contractor is responsible for estimating the weight of the poles and all attachments to the pole. Poles were manufactured by Holophane and the material is Corten steel.

- 3) Please provide pictures of the anchor bolt nuts that need to be replaced.

RESPONSE:

Refer to the attached photo of the leveling nuts below the base plate that are to be replaced for towers 1,6,8.

- 4) What, if any, are the restrictions pertaining to the Osprey nest on HMT 12?

RESPONSE:

Contractor is responsible to complete a bird survey by a biologist and determine if the nest is active or not. Contractor is responsible for applying for and obtaining the required permits from New Jersey Fish and Wildlife to perform the work regarding moving the nest and replacing. Refer to the NJ Fish and Wildlife guidelines concerning ospreys.

- 5) Please confirm there are not SBE or DBE/MBE/WBE mandatory participation requirements for this project. If only good faith efforts are required (i.e. not mandatory goals), how will they be reported.

RESPONSE:

As the subcontract goals are not mandatory participation goals but rather good faith goals, your proposals, if you are not performing all the work yourselves, include subcontractor(s) and their experience / minority status, if applicable, and such will be taken into account by each member of the proposal evaluation team at SJPC.

- 6) The specifications state several types of insurance may be required based on the contractor's scope of work. Can you please provide a definitive list of insurances that are required for this project?

RESPONSE:

Commercial Umbrella Liability coverage to be \$10,000,000.

Delete the insurance section in the RFP and substitute the following:

## **INSURANCE REQUIREMENTS**

### **PROFESSIONAL and/ or CONTRACTOR SERVICES CONTRACTS**

Prior to the commencement of any work and until completion and final payment is made for the work / final acceptance of the work, the Contractor will provide and maintain the following minimum levels of insurance at Contractor's own expense. The cost of the required insurance shall be included in the Contractor's bid price and no adjustment shall be made to the contract price on account of such costs unless such approval is provided. The term Contractor shall include Subcontractors and Sub-Subcontractors of every tier. Contractor shall furnish Certificates of Insurance evidencing and reflecting the effective date of coverage as outlined below. In no event shall Work be performed until the required evidence of Insurance is provided in accordance with these Contract Documents and is approved by SJPC. If found to be non-compliant, SJPC may purchase the required insurance coverage(s) and the cost will be borne by the Contractor through direct payment/reimbursement to SJPC or SJPC may withhold payment to the Contractor for amounts owed to them.

- a) All insurance shall be procured from insurers permitted to do business in the State in which the project is taking place and have an A.M. Best Rating of at least "A-, Class VIII".

- b) Contractor shall not have a Self-Insured Retention (SIR) on any policy greater than \$50,000, which is the responsibility of the Contractor. If Contractor's policy (-ies) has a Self-Insured Retention exceeding this amount, approval must be received from SJPC prior to starting work. In the event any policy includes an SIR, the Contractor is solely responsible for payment within the SIR of their policy (-ies) and the Additional Insured requirements specified herein shall be provided within the SIR amount(s).
  
- c) All insurance required herein, with the exception of the Professional Liability Insurance, shall be written on an "occurrence" basis. Claims-Made coverage must include:
  - i. The retroactive date must be on or prior to the start of work under this contract; and
  - ii. The Contractor must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of three years, subsequent to the completion of their work / final payment.
  
- d) The Contractor's insurance carrier (s) shall agree to provide at least thirty (30) days prior written notice to SJPC in the event coverage is canceled or non-renewed and ten (10) days in the event of cancellation for non-payment of premium. In the event of cancellation or non-renewal of coverage(s), it is the Contractor's responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period.

In the event the insurance carriers will not issue or endorse their policy(s) to comply with the above it is the responsibility of the Contractor to report any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of this notice.

- e) Contractor shall provide SJPC with Certificates of Insurance, evidencing the insurance coverages listed below, ten days prior to the start of work and thereafter upon renewal or replacement of each coverage. The Contractor shall not begin any work until SJPC has reviewed and approved the Certificate of Insurance. The required insurance shall not contain any exclusions or endorsements, which are not acceptable to SJPC.

Failure of SJPC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of SJPC to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

With respect to insurance maintained after final payment in compliance with a requirement below, an additional certificate(s) evidencing such coverage shall be provided to SJPC with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.

- f) SJPC shall be added as ADDITIONAL INSURED on all liability policies (except Workers' Compensation and Professional Liability Policy, where applicable), for ongoing operations and completed operations (using ISO Endorsements CG 2010 and CG 2037, or their equivalents) on a primary noncontributory basis. Coverage to include ongoing and completed operations. Each of the Additional Insured's respective officials, employees, agents and representatives shall also be afforded coverage as an Additional Insured. Coverage should be provided for a period of three years subsequent to the completion of work/final payment.

SJPC reserves the right to require Contractor to name other parties as additional insureds as required by SJPC.

There shall be no "Insured versus Insured Exclusion" on any policies (other than "Named Insured versus Named Insured"); all policies will provide for "cross liability coverage" as per standard ISO policy forms.

- g) Waiver of Rights of Subrogation: With the exception of Professional Liability, Contractor shall waive all rights of recovery against Owner/Client, SJPC and all the additional insureds for loss or damage covered by any of the insurance maintained by the Contractor.
- h) The amount of insurance provided in the required insurance coverages, shall not be construed to be a limitation of the liability on the part of the Contractor.
- i) The carrying of insurance described shall in no way be interpreted as relieving the Contractor of any responsibility or liability under the contract.
- j) Any type of insurance or any increase in limits of liability not described above which the Contractor requires for its own protection or on account of statute shall be its own expense.
- k) Contractor shall promptly notify SJPC and the appropriate insurance company (-ies) in writing of any accident(s) as well as any claim, suit or process received by the Contractor arising in the course of operations under the contract. The Contractor shall forward such documents received to his insurance company (-ies), as soon as practicable, or as required by their insurance policy (-ies).

**REQUIRED COVERAGES - the following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth below:**

**Workers' Compensation and Employer's Liability:**

Provided in the State in which the work is to be performed and elsewhere as may be required and shall include:

- a) Workers' Compensation Coverage: Statutory Requirements
- b) Employers Liability Limits not less than:
  - Bodily Injury by Accident: \$500,000 Each Accident
  - Bodily Injury by Disease: \$500,000 Each Employee
  - Bodily Injury by Disease: \$500,000 Policy Limit
- c) Jones Act/Maritime Liability and USL&H Coverage, as applicable.
- d) Includes coverage for sole proprietors, partners, members or officers who will be performing the work.

**Commercial General Liability:**

Provided on ISO form CG 00 01 04 13 or an equivalent form including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury.

- a) Occurrence Form with the following limits:
  - (1) General Aggregate: \$2,000,000
  - (2) Products/Completed Operations
    - Aggregate: \$2,000,000
    - (3) Each Occurrence: \$1,000,000
  - (4) Personal and Advertising Injury: \$1,000,000
- b) Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment / completion of work (including coverage for the Additional Insureds as set forth in these Insurance Requirements).
- c) The General Aggregate Limit must apply on a **Per Project basis**.
- d) Coverage for "Resulting Damage".
- e) No sexual abuse or molestation exclusion.



Carpentry, Drywall & Insulation, Caulking & Sealing, Concrete Work & Foundation, Electrical, Excavation, Glass & Glazing, Granite Façade, HVAC, Masonry, Miscellaneous Iron, Piling, Plumbing, Refuse Chute (Construction)	\$10,000,000
Cranes, Curtain Wall, Demolition, Elevator, Entrances, Elevators, Hoists, Structural Steel, Steel Erection	\$25,000,000
Tower Cranes	\$80,000,000
All Other Subcontractors	\$1,000,000

\*Note: the Aggregate Limit must follow form of the underlying Commercial General Liability policy by applying on a per project basis.

**Pollution Liability Insurance:**

(NOT APPLICABLE)

- a) Covering losses caused by pollution incidents that arise from the operations of the Contractor and /or their subcontractors of any tier.
- b) Minimum Limits of Liability:
  - Occurrence Limit: \$2,000,000
  - Aggregate Limit: \$2,000,000
- c) Insurance to be maintained for the duration of the work and for a period of three (3) years after completion of work / final payment.
- d) No Exclusions for Silica, Asbestos or Lead.
- e) Include Mold Coverage for full policy limit of liability.
- f) Shall include coverage for all pollutants as defined under the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et. Seq. ("RCRA") or any related state or city environmental statute or the removal of any petroleum contaminated material at the project.
- g) All owned and / or 3<sup>rd</sup> Party disposal facilities must be licensed and maintain pollution liability insurance of not less than \$2,000,000, if applicable.

**Professional Liability Insurance:**

(NOT APPLICABLE)

a) Minimum Limits of Liability

Per Claim Limit: \$2,000,000

Aggregate Limit: \$2,000,000

b) The Definition of "Covered Services" shall include the services required in the scope of this contract.

**Rigger's Liability Insurance:**

(REQUIRED)

a) "All Risk" Replacement Cost Coverage

b) No overload exclusion

c) Minimum Occurrence Limit: \$1,000,000

**Aircraft Liability and/or Unmanned Aircraft Systems (UAS, aka Drones):**

(NOT APPLICABLE)

a) Provide coverage for bodily injury, property damage, personal and advertising injury arising out of any owned, leased, hired, or borrowed aircraft or UAS; and

b) Minimum Limits of Liability:

\$10,000,000 Per Occurrence

\$10,000,000 Aggregate

NOTE: If UAS are covered by the General Liability policy instead of an Aviation Policy, coverage must be provided by CG 24 50 (or its equivalent) for "any aircraft used in the Insured's operations" for "any operations or projects of the Insured".

**Owned, Leased, Rented or Borrowed Equipment:**

(REQUIRED)

Contractor shall maintain Property Coverage for:

a) their owned, leased, rented or borrowed equipment, tools, trailers, etc.; and



- b) include a Waiver of Subrogation in favor of all Additional Insureds.

**Installation Floater:**

(NOT APPLICABLE)

- a) Contractor shall provide coverage for damage to property in the course of installation or transit to the installation site.
- b) Coverage shall be equal to the full replacement cost of the equipment or materials being installed. Coverage shall also be provided for any ensuing loss of Business or Rental Income.
- c) Contractor must determine if the Installation Floater policy, if in place for this project, is adequate to protect the interests of Owner.
- d) Include a Waiver of Subrogation in favor of all Additional Insureds.

**Builders Risk**

(REQUIRED)

The Contractor **WILL** place a Builder's Risk policy to protect their interest and the interests of the Contractor for the work to be completed. The following are the requirements to be provided under the policy that ABC CLIENT elects to place:

- a) Full Replacement Cost Coverage
- b) Permission to Occupy will be granted
- c) All Risk Coverage

Business Income and Extra Expense



**State of New Jersey**  
**Division of Purchase and Property**  
 Two-Year Chapter 51 / Executive Order 117 Vendor Certification and  
 Disclosure of Political Contributions

**For AGENCY USE ONLY**

**General Information**

Solicitation, RFP or Contract No. \_\_\_\_\_ Award Amount \_\_\_\_\_

Description of Services \_\_\_\_\_

**Agency Contact Information**

Agency \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_ Agency Email \_\_\_\_\_

**Part 1: Vendor Information**

Full Legal Business Name \_\_\_\_\_  
 (Including trade name if applicable)

**Business Type**     Corporation     Limited Partnership     Professional Corporation     General Partnership  
 Limited Liability Company     Sole Proprietorship     Limited Liability Partnership

Address 1 \_\_\_\_\_ Address 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Vendor Email \_\_\_\_\_ Vendor FEIN \_\_\_\_\_

**Part 2: Public Law 2005, Chapter 51/ Executive Order 117 (2008) Certification**

I hereby certify as follows:

1. On or after October 15, 2004, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order 117 (2008) has solicited or made any contribution of money, pledge of contribution, including in-kind contributions, company or organization contributions, as set forth below that would bar the award of a contract to the vendor, pursuant to the terms of Executive Order 117 (2008).
  - a) **Within the preceding 18 months**, the below-named person or organization has not made a contribution to:
    - (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor or **Lieutenant Governor**;
    - (ii) Any State, county, **municipal** political party committee; OR
    - (iii) Any **legislative leadership committee**.
  - b) **During the term of office of the current Governor(s)**, the below-named person or organization has not made a contribution to
    - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**; OR
    - (ii) Any State, county or **municipal** political party committee nominating such Governor in the election preceding the commencement of said Governor's term.
  - c) **Within the 18 months immediately prior to the first day of the term of office of the Governor(s)**, the below-named person or organization has not made a contribution to
    - (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**; OR  
 Any State, county, **municipal** political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.

**PLEASE NOTE: Prior to November 15, 2008**, the only disqualifying contributions include those made by the vendor or a principal owning or controlling more than 10 percent of the profits or assets of a business entity (or 10 percent of the stock in the case of a business entity that is a corporation for profit) to any candidate committee and/or election fund of the Governor or to any state or county political party within the preceding 18 months, during the term of office of the current Governor or within the 18 months immediately prior to the first day of the term of Office of Governor.

**Part 3: Disclosure of Contributions Made**

Check this box if no reportable contributions have been made by the above-named business entity or individual.

Name of Recipient _____	Address of Recipient _____
Date of Contribution _____	Amount of Contribution _____
Type of Contribution (i.e. currency, check, loan, in-kind _____)	
Contributor Name _____	
Relationship of Contributor to the Vendor _____	
Contributor Address _____	
City _____	State _____ Zip _____

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.

**Part 4: Certification**

I have read the instructions accompanying this form prior to completing this certification on behalf of the above-named business entity. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

**I understand that this certification will be in effect for two (2) years from the date of approval, provided the ownership status does not change and/or additional contributions are not made.** If there are any changes in the ownership of the entity or additional contributions are made, a new full set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this continuing reporting responsibility and certifies that it will adhere to it.

(CHECK ONE BOX A, B or C)

- (A)  I am certifying on behalf of the above-named business entity and all individuals and/or entities whose contributions are attributable to the entity pursuant to Executive Order 117 (2008).
- (B)  I am certifying on behalf of the above-named business entity only.
- (C)  I am certifying on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Signed Name \_\_\_\_\_ Print Name \_\_\_\_\_

Phone Number \_\_\_\_\_ Date \_\_\_\_\_

Title/Position \_\_\_\_\_

### **Agency Submission of Forms**

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to [cd134@treas.state.nj.us](mailto:cd134@treas.state.nj.us), or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9<sup>th</sup> Floor, Trenton, NJ 08625. The agency should save the forms locally and keep the original forms on file, and submit copies to the Chapter 51 Review Unit.





LIGHT POLE # 6 BASE

# Living with Ospreys in New Jersey:

A guide for the removal, relocation, and placement of osprey nests

January 2020



*Photo by Howie Williams*



NEW JERSEY DIVISION OF  
**Fish and Wildlife**



CONSERVE WILDLIFE

FOUNDATION OF NEW JERSEY

In New Jersey, the New Jersey Division of Fish and Wildlife, Endangered and Nongame Species Program (ENSP) and U.S. Fish and Wildlife Service (USFWS) are responsible for the management and conservation of ospreys (*Pandion haliaetus*). In addition, the Conserve Wildlife Foundation of New Jersey is a partnering non-profit organization that assists with osprey management and conservation. This document was produced to describe the laws that pertain to the protection of ospreys and their nests and to inform landowners and managers of these regulations to protect the birds, property, and people. We specifically address problematic nests with emphasis on nest removal, relocation and placement of alternative nest sites. These guidelines may be modified to address individual circumstances when in direct consultation with ENSP, USFWS, and USDA–Wildlife Services.

Historically, before the effects of DDT caused the state's osprey population to decline, over 500 osprey nests could be found along New Jersey's coastline. Most nests were found on snags (dead trees), trees with broken tops, or on the ground. By 1974 only 50 nests remained (Clark 2004). The effects of DDT in the food chain caused reproduction to fail, and habitat was lost with a rapidly increasing shore population that eliminated many trees and increased ground predator populations. In New Jersey the osprey was listed as state endangered in 1974. Recovery began when DDT use was banned in 1968 in New Jersey and 1972 in the U.S. In the early 1970s, biologists transferred healthy eggs and chicks from Chesapeake Bay into NJ nests to improve nest success at NJ nests (McLain 1974). ENSP biologists also coordinated efforts with many partners to install man-made nest platforms for them. These new artificial nest platforms replaced the snags and trees that were lost as the barrier islands became more developed.

*Ospreys build large nests which can weight up to 200 lbs. They use sticks, grass, muck, seaweed, eelgrass, reeds, and often trash to build up their nests.*

Today, the estimated size of the population is above 650 nesting pairs (Wurst and Clark 2020). Ospreys nest primarily on man-made platforms that are designed specifically for them. However, many nest on almost any tall structure near water. Ospreys seek nest sites that are close to open waters where they can find fish, their main prey, and protection from ground predators like raccoons. For example, ospreys nest on old duck blinds, channel markers, utility poles, docks, and now more frequently on communication towers, docks, boat lifts, light poles, billboards, and even chimneys along the New Jersey shore.

In New Jersey, ospreys are listed as threatened under the Endangered and Nongame Species Conservation Act of 1973. Nests are protected in the nesting season from April 1 through August 31. During this time nests cannot be disturbed or moved without obtaining federal and state permits issued in situations of threat to human health or safety. Active nests can only be moved or removed with permits and with oversight by the appropriate government agency.

### ***Laws Protecting Ospreys***

- New Jersey Endangered and Nongame Species Conservation Act of 1973 (N.J.S.A 23:2A): prohibits the take or possession of any species on the endangered or nongame list. “Take”

means to harass, hunt, capture, kill, or attempt to harass, hunt, capture or kill, wildlife. "Wildlife" means any wild animal or any part, including eggs or offspring.

- Migratory Bird Treaty Act of 1918 (16 U.S.C. 703-712): prohibits the take or attempt to take any parts of a migratory bird, including its nest, eggs, or young. "Take" broadly means to "pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, purchase, transport." This was updated by USFWS in 2003 with clarification that inactive nests of migratory birds (excluding bald and golden eagles and federally endangered and threatened species) were not protected under the Migratory Bird Treaty Act.

### ***Osprey Nest Access, Removal, and Relocation***

If you need to approach and conduct work on a structure that supports an osprey nest, please follow these guidelines to help protect the birds, yourself, and your company.

**Active Nests** - An active nest is defined as one that contains eggs or dependent (flightless and newly-fledged) young in April through August, or which is being actively tended in those months. An active nest cannot be entered or disturbed without first obtaining a permit from the USFWS or with oversight from the U.S. Department of Agriculture's Animal and Plant Health Inspection Service-Wildlife Services (USDA), co-signed by the NJ Division of Fish and Wildlife. Before seeking authorization from ENSP, USFWS, or USDA to relocate or remove an active nest, all reasonable measures to protect the nest until the young fledge must be taken. In general, removal of active nests is not permitted, but a nest may be relocated or removed if it poses a direct threat to human health or safety; or when the birds and their nest are threatened (for example, fire risk associated with a live power pole structure). In rare cases, nests that do not pose a threat, but interfere with the intended use of the structure, can be relocated or removed with appropriate permits.

**Inactive nests** - An inactive nest is defined as a nest without any eggs or dependent (flightless and newly-flighted) young and includes nests under construction outside of the normal nesting season of April 1-August 31. Removal of inactive nests requires a NJ Division of Fish and Wildlife depredation permit. Inactive nests should only be removed if the nest poses a threat to property integrity, human health or safety. In most cases it can be difficult to determine from the ground if a nest contains eggs or young, so during the nesting season of April 1 to August 31, no inactive nest can be removed without first obtaining written confirmation by ENSP and/or USDA-Wildlife Services.

Removal of inactive nests during the non-nesting season of September 1 through March 31 requires a depredation permit from NJ Division of Fish and Wildlife. We request consultation so we can help design a successful alternative for future nesting on a new nest structure.

### ***Maintenance of Communication Towers***

- *Maintenance during the nesting season (April 1 – August 31):*
  - Maintenance work on a tower during the nesting season: These nest sites (constituting the entire tower structure) may not be entered without a Federal (USFWS Migratory Bird Program) and State permit (NJ Division of Fish & Wildlife). You must work with USDA-Wildlife Services or the permitting agency to access, enter, or remove a nest, due to the potential for disturbance or take. Permits to access a nest during this time will be issued on a case by case basis. Call USDA for further guidance.



- Ground-maintenance (work near the base of the tower) during nesting season: Send an email to Kathy Clark and CC: Ben Wurst to notify them of the proposed work. Give Clark or Wurst your contact info and a location map (with GPS coordinates) of the tower that contains the nest.
- *Maintenance during the non-breeding season (September 1 – March 31):*
  - Maintenance work on tower: No notification required. Nests cannot be removed without a NJDFW depredation permit. If the nest is new please provide Clark or Wurst with coordinates or an address for the tower and your contact information.
  - Ground-level maintenance: No notification required. If the nest is new please provide Clark or Wurst with coordinates or an address for the tower and your contact information.

***Applications for Permits Referenced in this Document can be found here:***

- NJ Division of Fish and Wildlife Depredation Permit application: [http://njfishandwildlife.com/pdf/xotic\\_depredationapp.pdf](http://njfishandwildlife.com/pdf/xotic_depredationapp.pdf)
- USDA Migratory Bird Permits: <http://www.fws.gov/forms/3-200-13.pdf>

***Osprey Nest Relocation***

If a problematic active osprey nest needs to be removed, then we highly recommend a replacement nest be installed before or at the time of nest removal. Ospreys have a very high level of site fidelity, which means that they return to the same nest site every year. Replacement nests help ensure that the local population remains in a viable and productive position to keep the regional population at a sustainable level. In addition, it will provide a more suitable place for the ospreys to rebuild and therefore help prevent them from rebuilding on the same problematic site. Replacement nests should be installed *within view* of the existing nest and not more than 300' away. They should be *as tall as or taller* than the original nest. The new nest platform should be installed in an *open area* away from trees, powerlines and potential human disturbance. Please refer to the attached platform plans (page 6-7) for specifications, which can be adapted for use on utility poles. If possible, nests removed should be transferred to the new nest platform intact. If not, the new nest can be "rebuilt." Lastly, a deterrent should be installed on the original nest site to block future nesting attempts by ospreys. A simple deterrent consists of a half-sawn pipe or tube that is installed above the nest site. This blocks the ospreys attempt to drop nesting material onto the structure.

***Osprey Nest Site Selection***

Placement of nest structures for ospreys affects the chances they'll be used. As a general rule, the closer to water, the better. Colonization of new sites is related to how close ospreys presently nest to the new site, since young birds returning to breed usually take up nesting within one to several miles of their natal area. Nest structures should be placed at least 25' to 50' from the water's edge so that it is not lost to soil erosion.

Another very important consideration is predation. We recommend a single pole structure with a platform on top. Single poles are easily outfitted with a predator guard (inverted cone, or a sleeve of aluminum flashing) that prevents raccoons from climbing into the nest. A raccoon has been seen climbing into a 30-foot high nest, so a guard is very necessary.

An attractive nest, to an osprey, includes a nearby perch. The male prefers to perch either on the nest or within 50'. A 2x4 that rises two to three feet higher on both sides of the nest platform is ideal, as is a perch pole least 4' in height, placed nearby. A simple perch consists of a 2x4 with a wood branch (1½" to 2" diameter) mounted perpendicularly on top of the 2x4. Ospreys generally return to New Jersey in late March and take up nesting in April. Nest structures should be in place by mid-March for that season's use.

Ospreys are most sensitive to disturbance during April, when they are laying eggs, and are most likely to abandon the nest if disturbance is too great. They will grow more defensive of the nest area in May and June when they have young, and both male and female must feed intensively to keep up with all the appetites. It is important that disturbance remain low during this time as well. Ospreys have exhibited tolerance of certain types of disturbance, such as boat traffic on waterways, as long as such traffic ignores them. Disturbance increases as boats stop nearby and people focus on the birds at close range. A safe distance from which to observe ospreys will vary depending on the area, but observers must stay beyond the distance at which the adults react. Their reaction must be judged as even their attention to the observer, not simply when they lift off the nest in defense.

You should have permission from the landowner before installing a nest platform. Landowner information can be obtained at the municipal or township office. For lands in state ownership, a special use permit may be required by the Department of Environmental Protection. If you put up an osprey nest structure, please send GPS coordinates or a map in Google Earth and email us the location. We include all potential nest sites in our triennial census of ospreys in the state. If the nest is used by ospreys, please notify us. New nests can also be mapped using [www.osprey-watch.org](http://www.osprey-watch.org).

Finally, we offer technical assistance to private consulting firms, individuals, school groups, environmental commissions, Boy & Girl Scouts, and anyone else interested in building and constructing osprey nesting structures. We can help you choose the most suitable location to place a platform so it will not negatively impact other wildlife that may live in the area. Please do not hesitate to contact us for more information or if you have a question.

### ***Ospreys & Unmanned Aerial Vehicles (UAV)***

As technology and access to UAVs expands we realize that a larger portion of the public may fly these vehicles in areas where ospreys may nest. All guidelines set by the FAA must be followed when operating a UAV. UAV pilots must not fly within 1,000 feet of any active osprey nest. To an osprey, a UAV looks like a potential predator. Ospreys will defend their nests and attack any potential predator at nest sites. Simply flying near a nest can add stress to birds and cause adults to fly off nests where their young are vulnerable to predation. The UAV itself can also put the adult osprey and their young at risk of being seriously injured or killed from an impact. Any harm caused by a UAV to an osprey is a violation of the NJ Endangered & Nongame Species Conservation and the Migratory Bird Treaty Act.

## **Key Contacts**

- Kathy Clark  
Supervising Zoologist  
Endangered & Nongame Species Program  
NJ Division of Fish & Wildlife  
Direct line: 609-628-1605  
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- USDA Animal and Plant Health Inspection Service – Wildlife Services, New Jersey Field Office  
140 Locust Grove Road  
Pittstown, NJ 08867  
Tel: (908) 735-5654 ext. 17  
Fax: (908) 735-0821
- US Fish and Wildlife Service  
Migratory Bird Permit Office  
PO Box 779  
Hadley, MA 01035  
Tel: (413) 253-8643  
Email: [permitsR5MB@fws.gov](mailto:permitsR5MB@fws.gov)
- US Fish and Wildlife Service  
New Jersey Field Office  
Atlantic Professional Park  
4 East Jimmie Leeds Road  
Galloway, NJ 08205  
Tel: (609) 646-9310

## **Resources**

- Clark, K. 2004. Thirty Years of Osprey Recovery in New Jersey: 1973 to 2003. New Jersey Birds. Spring 2004 – Volume XXX, Number 1. New Jersey Audubon Society. P. 2-6.
- McLain, P. and T. Shubert. 1974. Osprey Egg Transplant Program a Success. NJ Outdoors. Sept/Oct 1974.
- U.S. Fish & Wildlife Service. 2003. Migratory Bird Permit Memorandum MBPM-2. U.S. Department of the Interior, Fish and Wildlife Service, Washington, D.C. 2p
- Virginia Department of Game and Inland Fisheries. 2010. Removal or Relocation of Osprey Nests in Virginia: A guideline for landowners. Virginia Department of Game and Inland Fisheries, Bureau of Wildlife Resources, Wildlife Diversity Division, Nongame and Endangered Wildlife Program. Richmond, VA. 8 p.
- Wurst, B., and K. Clark. 2019. The 2019 Osprey Project in New Jersey. NJ DEP Fish & Wildlife, Endangered and Nongame Species Program; Conserve Wildlife Foundation of NJ. 12p.

### **Material list for building one Osprey Nest Platform**

<b>Item</b>	<b>Quantity</b>	<b>Size</b>	<b>Description</b>	<b>Unit price (approx.. 2015)</b>
<i>Lumber</i>				
Pole	1	16'	6"x6" pressure treated	\$55.20
36" Box frame	1	12'	2"x8" pressure treated	\$14.00
Bottom box supports	1	12'	2x6" pressure treated	\$12.00
Perch / brace	2	8'	2"x4" pressure treated	\$8.00
Red cedar branches (or other wood)	2	~3'	about 2" in diameter	n/a
<i>Fasteners</i>				
Base to pole	2	1/2" x 6"	galvanized lag bolts	\$4.60
	2	1/2"	galv. flat washers	\$0.80
Box to base	6	3"	stainless wood screws	
4 box corners	12	3"	stainless wood screws	
	18 total	3"	1 lb. box stainless wood screws	\$15.00
Brace to base	2	3/8" x 8"	galv. carriage bolts	\$5.00
	2	3/8"	galv. flat washers	\$0.40
	2	3/8"	galv. locking washer	\$0.40
	2	3/8"	galv. Nut	\$0.40
Brace to pole	1	5/8" x 10"	galv. hex or carriage bolt	\$7.00
	2	5/8"	galv. flat washers	\$1.40
	1	5/8"	galv. locking washer	\$0.40
	1	5/8"	galv. nut	\$0.80
<i>Predator Guard</i>				
Aluminum flashing *	1	24"x26"	Trim coil (painted)	\$5.00
Nails	5	6d	Galvanized roofing nails (1 lb.)	\$4.00
<b>Estimated Total Cost</b>				<b>\$144.40</b>

*\* Trim coil with a 24" width can only be purchased by the roll, which is 50' and is approximately \$75-98\**

*For help with siting a nest platform refer to page 3-4 of this document.*

*Please let us know where you place the nest platform(s) and when they are used by a pair of ospreys. We will include the site in our annual surveys.*

For a video tutorial on building a platform, visit: [www.conservewildlifenj.org/osprey](http://www.conservewildlifenj.org/osprey)

*Thank you for helping ospreys in New Jersey!*

# OSPREY NEST PLATFORM



Use treated or cedar lumber and galvanized hardware

