



# Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271  
<http://dnr.state.il.us>

Pat Quinn, Governor  
Marc Miller, Director

December 7, 2010

Subject: **Contract Fishing Asian Carp Sampling Reference # 22020453**

Proposal Package Recipients:

Transmitted herewith, please find Addendum #2 for the above referenced project.

If you have any questions or comments regarding these changes, please contact Karen Rueter at email address [Karen.rueter@illinois.gov](mailto:Karen.rueter@illinois.gov) for assistance.

Thank you.

**Contract Fishing Asian Carp Sampling #22020453**  
**State of Illinois**  
**Department of Natural Resources**

**ADDENDUM #2**

This addendum is issued to:

- 1) Modify the language in section 2.0 in of all three contracts: Barrier Defense Contract, Fixed Sites on the CWS (Chicago Waterway System) **and** the Asian Carp - Rapid Response Contract as follows:

Section 2.2

**Supplies and Services Required**

Equipment Minimum Qualifications:

Equipment approval shall be at the discretion of IDNR

Section 2.4

**Vendor /Staff Specifications:**

Must be a legally licensed Illinois commercial fishermen who has not been found guilty of a violation of the Fish and Aquatic Life Code or 17 Ill. Adm. Code or Administrative Rule 830 during the past 12 months or during the contract period. Vendor shall provide their commercial fishermen license ID number. Vendor shall have with the equipment and labor to provide services required.

Replace the following entire section 2.0 for **each** contract as attached.

- 2) Modify the language in Section 2.0 of the Asian Carp Sampling – Rapid Response Contract as follows:

Section 2.2

**Supplies and Services Required**

Equipment Minimum Qualifications:

Seine – Minimum of 600 yards of seine in good working order.

This modification is included in the entire section 2.0 referenced above in 1).

# Asian Carp Sampling – Barrier Defense Contract

## Addendum #2

Replace the following Section 2.0

## 2. DESCRIPTION OF SUPPLIES AND SERVICES

2.1 GOAL: To utilize the knowledge and expertise of the Vendor, that is lacking in the Procuring Agency's staff, to obtain supplies and services necessary to help meet the statutory responsibilities of the Procuring Agency. The Illinois Department of Natural Resources (IDNR) requires assistance with Asian Carp sampling, netting and collection at select locations on the Illinois Waterway System.

Provide fish sampling on the Chicago Waterway Systems as requested by the Department of Natural Resources (IDNR). "Sampling" is defined as the act of placing commercial nets or other commercial gear attempting to capture targeted fish species (Asian carp) under the direct supervision of IDNR Fisheries biologists.

Despite efforts to control the upstream migration of Asian Carp in Illinois' waterways, there is evidence that Asian Carp are beyond the US Army Corps of Engineers electronic dispersal barrier, known as Barrier IIA, on the Chicago Sanitary and Ship Canal (CSSC) near Romeoville. These public waters are used for commercial navigation and recreational use, and the presence of Asian Carp eDNA requires action by the Illinois Department of Natural Resources and others to evaluate the threat these fish pose. The potential for the fish to spread in these waterways is possible. Asian Carp can devastate native populations as well as cause great economic damage to the Great Lakes commercial, sport and tribal fisheries collectively valued at more than \$7 billion annually.

The Illinois Department of Natural Resources is deeply involved with this effort taken pursuant to the authority granted to the Department of Natural Resources by the Illinois General Assembly and which is in the Fish and Aquatic Life Code, 515 ILCS 5/1-135 and 150. IDNR manages, owns and controls the fishery located within the State borders for the State of Illinois and is solely able to provide authorization for activities intended to protect fishery populations within those same borders.

2.2 SUPPLIES AND/OR SERVICES REQUIRED: Contractor shall provide all the equipment, supplies and labor to conduct fish sampling on the Chicago Waterway Systems. The Department shall oversee and assist with all activities. "Sampling" is defined as the act of placing commercial nets or other commercial gear attempting to capture targeted fish species (Asian carp) under the direct supervision of IDNR Fisheries biologists.

### Asian Carp Barrier Defense Project at selected sites below the electric fish barrier

This project uses a combination of DC Electrofishing and Commercial Fishing Nets to locate and remove as many Asian carp as possible during the project. Fisheries biologists and commercial netters will sample selected stations as well as suspected areas containing Asian carp and remove Asian Carp from the Illinois Waterway System to beginning at the Route 89 Bridge at Spring Valley near the Starved Rock Lock and Dam to the Lockport Lock and Dam.

The project will directly and tangibly contribute to the USEPA's strategic objectives of Improving the Health of the Great Lakes and to the strategic goals of the Great Lakes Regional Collaboration (GLRC). One long-term goal of the GLRC for invasive species is to *Stop the spread of Aquatic Invasive Species within the basin, extirpate harmful AIS, or if impossible, then control to levels that ensure sustainable ecosystems and the social, economic and cultural uses they support*. This project takes action to protect the Great Lakes from any such invasion and diminish the threat of Asian Carp. This project is also consistent with the principles of the Invasive Species focus area in that its primary aim is to prevent any invasive species migration into the Great Lakes.

The IDNR along with many other State of Illinois and Federal Agencies are monitoring the area above the Electric Barrier for Asian carp. Below the barrier there is a monitoring program to monitor the advancement of Asian Carp up the Illinois and Des Plaines rivers.

This harvest program is part of the later monitoring program. The objective is to reduce the number of Asian carp in the pools immediately downstream of the Electric Barrier where there are known populations of Asian carp. Our efforts currently are focused on the Marseilles and Dresden pools.

- Lockport Pool – no Asian carp have been found in this pool since the rotenone project in Dec. 2009 when one was found
- Brandon Road Pool – no Asian carp have been found in this pool
- Dresden Pool – there is a small population of bighead and silver carp
- Marseilles Pool – has a good population of bighead and silver carp, with possible reproduction occurring

The idea is that the fewer Asian Carp there are immediately downstream of the Electric Barrier and other possible points of entry into Lake Michigan the less chance there is of one making it through. This is being achieved through the contracting of commercial fishermen to sample the Asian carp. The commercial fishermen are accompanied by IDNR fisheries personnel since commercial fishing is currently not allowed in this portion of the Illinois and Des Plaines rivers. To date we have sampled and harvested over 54 tons of Asian carp from the Marseilles and Dresden pools. The Asian carp were initially being taken to a fish market where they were being processed into organic fertilizer. Future disposal methods are under discussion.

Equipment Minimum Qualifications:

- Plate aluminum Jon Boat – minimum of 22 feet in length, minimum 5 foot floor width, minimum 60 horsepower outboard motor. All equipment must be in good working order and in compliance with coast guard safety standards
- Must have valid boat registration. Copy must be submitted provided.
- Vehicle must be adequate to handle boat transport to designated sampling site.
- Trammel Nets – Total of 1,000 yards of netting with the following bar mesh sizes: minimum of 200 yards 3", minimum of 200 yards of 3.25 to 3.5"; minimum of 400 yards of 4 inch bar mesh gill nets

Equipment approval shall be at the discretion of IDNR

Scheduling

Sampling shall occur at locations selected by IDNR below the electric fish dispersal barrier. When deployed, the Vendor shall be provided a schedule by IDNR a month in advance. Upon notification, the Vendor shall confirm within 5 days acceptance of deployment.

Typical schedule shall be mobilize/deploy to assigned site Monday, sampling Tuesday, Wednesday and Thursday and Friday morning and demobilize Friday afternoon.

Sampling

IDNR staff shall supervise all sampling efforts. One (1) IDNR staff shall be present in the boat monitoring during all sampling efforts.

Sampling a minimum amount of netting determined by the IDNR personnel at the site.

Vendor shall sample a minimum of 1,000 yards of net each day

Sample within the zone defined by the IDNR, but at specific locations chosen by the Vendor based on professional experience.

Vendor shall assist in loading harvested fish into containers for proper disposal.

**2.3 MILESTONES AND DELIVERABLES:** Services shall be provided on an as-needed basis as requested by the Agency.

**2.4 VENDOR / STAFF SPECIFICATIONS:** Must be a legally licensed Illinois commercial fishermen who has not been found guilty of a violation of the Fish and Aquatic Life Code or 17 Ill. Adm. Code or Administrative Rule 830 during the past 12 months or during the contract period. Vendor shall provide their commercial fishermen license ID number. Vendor shall have with the equipment and labor to provide services required.

**2.5 ASSIGNMENT AND SUBCONTRACTING:**

2.5.1 This contract may not be assigned, transferred in whole or in part by the Vendor without the prior written consent of the State.

2.5.2 For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract.

Will subcontractors be utilized?  Yes  No

2.5.3 Vendor shall describe below the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. Vendor shall provide a copy of any subcontracts within 20 days of execution of this contract.

Subcontractor Name \_\_\_\_\_ Amount to be paid \_\_\_\_\_  
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2.5.4 The Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. Vendor shall provide to the State a copy of all such subcontracts within 20 days of execution of the subcontract.

2.5.5 All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

## 2.6 TRANSPORTATION AND DELIVERY:

**2.7 WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise specified in this section all services shall be performed in the United States. If the Vendor manufactures the supplies or performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor. Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

Location where services will be performed Illinois Waterway System  
Value of services performed at this location \_\_\_\_\_

**2.8 SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

## 2.9 WARRANTIES FOR SUPPLIES AND SERVICES:

2.9.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

2.9.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

2.9.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

## 2.10 REPORTING, STATUS AND MONITORING SPECIFICATIONS:

2.10.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

2.10.2 By August 31 of each year, Vendor shall report the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups (35 ILCS 5/216, 5/217).

Asian Carp Sampling – Asian Carp Sampling –  
Fixed Sites on the CWS (Chicago Waterway  
System) Contract

Addendum #2

Replace the following Section 2.0



## 2. DESCRIPTION OF SUPPLIES AND SERVICES

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### Asian Carp Sampling at fixed sites on the Chicago Area Waterway System

Over the past eight months (February 1 – September 30, 2010), the Illinois Department of Natural Resources (IDNR) has worked cooperatively with federal, state, and local partners to develop, update, and implement an Asian carp management plan for the Chicago and upper Illinois waterways. The fifth version of this plan, *Monitoring and Rapid Response Plan for Asian Carp in the Upper Illinois River and Chicago Area Waterway System*, was released in May 2010 in conjunction with the revised Asian Carp Regional Coordinating Committee Framework document. Sampling continued during plan development when IDNR, contract commercial netters, and federal partners combined forces during February and March to sample for Asian carp in warm water discharges located throughout the Chicago Area Waterway System (CAWS). A summary of this and other monitoring efforts is included below (Table 1). The one bighead carp collected from Lake Calumet by a contract commercial netter on June 22, 2010 was the only Asian carp captured or observed upstream of the Dispersal Barrier during routine monitoring and targeted removal efforts.

The monitoring plan is currently being expanded to include telemetry and DIDSON sonar evaluations of the Electric Barrier, evaluations of gears used to sample Asian carp, larval and small fish sampling protocols, and development of methods to sample larval Asian carp that might be transported from the Des Plaines River to the Chicago Sanitary and Ship Canal (CSSC) upstream of the barrier during extreme flooding events. A meeting of the Monitoring and Rapid Response Workgroup (MRRWG) was convened in late September to gain input from participating agencies and independent experts on proposed additions and modifications to the existing plan. IDNR is taking the lead in revising the plan and version six is scheduled for release by the end of the year.

Monitoring efforts outlined in the May 2010 plan included monthly environmental DNA (eDNA) monitoring (contracted by U.S. Army Corps of Engineers; USACE) and weekly DC electrofishing and trammel net sampling at five (5) fixed sites in the CAWS upstream of the Dispersal Barrier. In addition, four reaches that essentially sampled all 70 miles of the CAWS upstream of the barrier were to be sampled monthly by electrofishing. Monitoring never reached the frequency outlined in the original plan due to a variety of factors including, changed sampling priorities, limited processing capacity for eDNA, and accumulating data

suggesting Asian carp abundance was low in the waterway upstream of the electric barrier. Water samples for eDNA analysis were collected twice at fixed sites 1, 2, and 5 and once at fixed site 3 in 2010. Conventional sampling consisted of twice monthly electrofishing and netting at the five (5) fixed sites and seasonal electrofishing at the four reaches (once in spring, summer, and fall). The decision to sample at a reduced frequency was made after meetings among IDNR biologists and participating federal action agencies, mainly U.S. Fish and Wildlife Service (USFWS) and USACE.

#### Equipment Minimum Requirements:

- Plate aluminum Jon Boat – minimum of 22 feet in length, minimum 5 foot floor width, minimum 60 horsepower outboard motor. All equipment must be in good working order and in compliance with coast guard safety standards
- Must have valid boat registration. Copy must be submitted provided.
- Vehicle must be adequate to handle boat transport to designated sampling site.
- Trammel Nets – Total of 1,000 yards of netting with the following bar mesh sizes: minimum of 200 yards 2.75", minimum of 200 yards 3", minimum of 200 yards 3.25", minimum of 200 yards 3.5".

Equipment approval shall be at the discretion of IDNR

#### Scheduling

Sampling shall occur at locations selected by IDNR above the electric fish dispersal barrier. When deployed, the Vendor shall be provided a schedule by IDNR a month in advance. Upon notification, the Vendor shall confirm within 5 days acceptance of deployment.

Typical schedule shall be mobilize/deploy to assigned site Monday, sampling Tuesday, Wednesday and Thursday and Friday morning and demobilize Friday afternoon.

#### Sampling

IDNR staff shall supervise all sampling efforts. One (1) IDNR staff shall be present in the boat monitoring during all sampling efforts.

Contractor agrees to adhere to the following sampling schedule

Sample a minimum of 1,000 yards of net each day

Sample within the zone defined by the IDNR, but at specific locations chosen by the contractor based on professional experience.

See map for site identification and reference on final contract page following page 18.

Sample at the following specific "fixed sites" determined by the IDNR

- Site 1 – from RM 303-305 on the Chicago Sanitary Ship Canal (CSSC) and from RM 305 on the Cal-Sag Channel to the confluence with the CSSC
- Site 2 – from RM 319.5 on the Little Calumet River to RM 327.3 @ Lake Calumet
- Site 3 – from RM 320.5 – 325.0 on the CSSC
- Site 4 – from the Montrose Avenue bridge to the Peterson Ave bridge on the CSSC
- Site 5 – from the Wilmette lock to the Golf road bridge on the CSSC
- Sample the sites defined above with the following minimum amounts of netting
  - Site 1 – 1,000 yards – One Day
  - Site 2 – 4,000 yards - Four Days
  - Site 3 – 1,000 yards – One Day
  - Site 4 – 400 yards – ½ day
  - Site 5 – 400 yards – ½ day

**2.3 MILESTONES AND DELIVERABLES:** Services shall be provided on an as-needed basis as requested by the Agency.

**2.4 VENDOR / STAFF SPECIFICATIONS:** Vendor must be a legally licensed Illinois commercial fishermen who has not been found guilty of a violation of the Fish and Aquatic Life Code or 17 Ill. Adm. Code or Administrative Rule 830 during the past 12 months or during the contract period. Vendor shall include their commercial fishermen license ID number. Vendor shall have the equipment and labor to provide the services required.

**2.5 ASSIGNMENT AND SUBCONTRACTING:**

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2.5.4 The Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. Vendor shall provide to the State a copy of all such subcontracts within 20 days of execution of the subcontract.

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Location where services will be performed Illinois Waterway System  
Value of services performed at this location \_\_\_\_\_

**2.8 SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

**2.9 WARRANTIES FOR SUPPLIES AND SERVICES:**

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2.10.2 By August 31 of each year, Vendor shall report the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups (35 ILCS 5/216, 5/217).

Asian Carp Sampling – Asian Carp Sampling –  
Rapid Response Contract

Addendum #2

Replace the following Section 2.0

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### **Asian Carp Sampling for Rapid Response on the Chicago Area Waterway System or Upper Illinois Waterway System**

In addition to routine monitoring for Asian Carp, the Monitoring and Rapid Response Workgroup (MRRWG) plan called for targeted removal actions to eliminate Asian carp from the CAWS when their presence was detected by eDNA or conventional sampling. Three such actions triggered by positive eDNA detections took place during May and June in the North Shore Channel (electrofishing and netting action), Little Calumet River (rotenone action), and Bubbly Creek (electrofishing and netting action). Another took place at Lake Calumet and the Calumet River during June after the Lake Calumet bighead carp was captured by a contract netter. No Asian carp have been captured or seen in any of the targeted removal actions performed to date.

#### Equipment Minimum Qualifications:

- Plate aluminum Jon Boat – minimum of 26 feet in length, minimum 6 foot floor width, minimum 100 horsepower outboard motor. All equipment must be in good working order and in compliance with coast guard safety standards
- Must have valid boat registration. Copy must be provided.
- Vehicle must be adequate to handle boat transport to designated sampling site.
- Trammel Nets – Total of 1,000 yards of netting with the following bar mesh sizes: minimum of 200 yards 2.75", minimum of 200 yards 3", minimum of 200 yards 3.25", minimum of 200 yards 3.5".
- Seine – Minimum of 600 yards of seine in good working order.

Equipment approval shall be at the discretion of IDNR

#### Scheduling

Vendor shall be available for deployment within 48 hours of notification by IDNR.

Vendor shall be deployed a minimum of 4 days and may be deployed up to 14 days.

Sampling

IDNR staff shall supervise all sampling efforts. One (1) IDNR staff shall be present in the boat monitoring during all sampling efforts.

Sample at sites chosen by the IDNR below at any location throughout the Chicago Area Waterway System or the Upper Illinois Waterway System.

Sample a minimum of 1,000 yards of net each day

Sample within the zone defined by the IDNR, but at specific locations chosen by the contractor based on professional experience.

Vendor shall assist in loading harvested fish into containers for proper disposal.

**2.3 MILESTONES AND DELIVERABLES:** Services shall be provided on an as-needed basis as requested by the Agency.

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2.9.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

2.9.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

2.9.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

**2.10 REPORTING, STATUS AND MONITORING SPECIFICATIONS:**

2.10.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

2.10.2 By August 31 of each year, Vendor shall report the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups (35 ILCS 5/216, 5/217).