



# Illinois Department of Natural Resources

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<http://dnr.state.il.us>

Pat Quinn, Governor  
Marc Miller, Director

December 2, 2010

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

Proposal Package Recipients:

Transmitted herewith, please find Addendum #1 for the above referenced project.

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

Sincerely,

Karen Rueter

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

**ADDENDUM #1**

This addendum is issued to:

- 1) Add a task to the Barrier Defense Contract **and** the Rapid Response Contract the following:

Section 2.2

Sampling

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

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

- 2) Remove the contract labeled:  
“Asian Carp Sampling – Fixed Sites below the Barrier”

This task shall be part of the Asian Carp Barrier Defense Contract

# Asian Carp Sampling – Barrier Defense Contract

## Addendum #1

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 – Barrier Defense

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

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 Resident 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 _____
Address _____	Description of work _____

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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 – Rapid Response Contract

## Addendum #1

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, of a legal mesh size and in good working order.

#### 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.

- 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

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