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July 13, 2010

Ms. Jenny Johansen
Licensing Assistance Team
US Nuclear Regulatory Commission -- Region 1
475 Allendale Road
King of Prussia, PA 19406-1415

Re: Control Number 572994
Modification to NRC License No. 37-17717-02
Docket No. 030-16053

Dear Ms. Johansen:

Pursuant to our recent acquisition of substantially all the assets of L. Robert Kimball & Associates, Inc. (Old Kimball), and subject to your direction, I am providing the required responses as stipulated by NUREG 1556 Volume 1 Revision 1 Appendix C:

1. The new name of the licensed organization. If there is no change, the licensee should so state.

The new name of the new licensed organization is "CDI-Infrastructure, LLC d/b/a L.R. Kimball" (L.R. Kimball).

2. The new licensee contact and telephone number(s) to facilitate communications.

The licensee contact will remain Radiation Safety Officer – William E. Stenger. Contact info: Phone – 814-472-7700 ext. 1338; Fax – 814-427-7712; email – bill.stenger@lrkimball.com.

3. Any change in personnel having control over licensed activities (e.g., officers of a corporation) and any change in personnel named in the license such as RSO, authorized users, or any other persons identified in previous license applications as responsible for radiation safety or use of licensed material. The licensee should include information concerning the qualifications, training, and responsibilities of new individuals.

No changes to personnel are anticipated.

4. An indication of whether the transferor will remain in non-licensed business without the license.

Old Kimball will not remain in non-licensed business without the license.

5. *A complete, clear description of the transaction, including any transfer of stocks or assets, mergers, etc., so that legal counsel is able, when necessary, to differentiate between name changes and changes of ownership.*

Old Kimball sold substantially all of its assets to L.R. Kimball, who also hired substantially all of the employees of Old Kimball and intends to continue to operate the business formerly owned by Old Kimball in the same general manner as before.

6. *A complete description of any planned changes in organization, location, facility, equipment, or procedures (i.e., changes in operating or emergency procedures).*

No changes in operational organization, location, facility, equipment or procedures are anticipated.

7. *A detailed description of any changes in the use, possession, location, or storage of the licensed materials.*

No change in the use, possession, location or storage of the licensed materials is anticipated.

8. *Any changes in organization, location, facilities, equipment, procedures, or personnel that would require a license amendment even without the change of ownership.*

We are simultaneously seeking a license amendment, under separate cover, to add two depth density gauges to our inventory. This action was started prior to the acquisition.

9. *An indication of whether all surveillance items and records (e.g., calibrations, leak tests, surveys, inventories, and accountability requirements) will be current at the time of transfer. Provide a description of the status of all surveillance requirements and records.*

All surveillance items and records are current, and were current at the time of the acquisition. Old Kimball had a full safety and compliance inspection in April 2010 and was found to have no violations or deficiencies.

10. *Confirmation that all records concerning the safe and effective decommissioning of the facility, pursuant to 10 CFR 30.35(g), 40.36(f), 70.25(g), and 72.30(d); public dose; and waste disposal by release to sewers, incineration, radioactive material spills, and on-site burials, have been transferred to the new licensee, if licensed activities will continue at the same location, or to NRC for license terminations.*

Not Applicable. The facility has not been, nor is anticipated to be, decommissioned. Licensed activities will continue at the existing location.

11. *A description of the status of the facility. Specifically, the presence or absence of contamination should be documented. If contamination is present, will decontamination occur before transfer? If not, does the successor company agree to assume full liability for the decontamination of the facility or site?*

Old Kimball maintained a quarterly monitoring program including area and control monitoring for the materials storage area. No evidence of contamination has been observed. L.R. Kimball will accept full responsibility for future incidents should they occur.

12. *A description of any decontamination plans, including financial assurance arrangements of the transferee, as specified in 10 CFR 30.35, 40.36, and 70.25. Include information about how the transferee and transferor propose to divide the transferor's assets, and responsibility for any cleanup needed at the time of transfer.*

Not Applicable. No decontamination plans are required and no cleanup activities warranted.

13. Confirmation that the transferee agrees to abide by all commitments and representations previously made to NRC by the transferor. These include, but are not limited to: maintaining decommissioning records required by 10 CFR 30.35(g), implementing decontamination activities and decommissioning of the site, and completing corrective actions for open inspection items and enforcement actions. With regard to contamination of facilities and equipment, the transferee should confirm, in writing, that it accepts full liability for the site, and it should provide evidence of adequate resources to fund decommissioning; or the transferor should provide a commitment to decontaminate the facility before change of control or ownership. With regard to open inspection items, etc., the transferee should confirm, in writing, that it accepts full responsibility for open inspection items and/or any resulting enforcement actions; or the transferee proposes alternative measures for meeting the requirements; or the transferor provides a commitment to close out all such actions with NRC before license transfer.

L.R. Kimball agrees to abide by all commitments and representations made to NRC by Old Kimball. Be advised that L.R. Kimball had no current open inspection items at the time of the acquisition, nor do they to date.

14. Documentation that the transferor and transferee agree to the change in ownership or control of the licensed material and activity, and the conditions of transfer; and the transferee is made aware of all open inspection items and its responsibility for possible resulting enforcement actions.

L.R. Kimball and Old Kimball agree to the change of ownership and control of the licensed materials and activity and conditions of transfer. L.R. Kimball understands that there are no open inspection items.

15. A commitment by the transferee to abide by all constraints, conditions, requirements, representations, and commitments identified in the existing license. If not, the transferee must provide a description of its program, to ensure compliance with the license and regulations.

L.R. Kimball will continue to abide by all constraints, conditions, requirements, representations and commitments identified in the existing license.

If you need further details and/or information, please feel free to contact me at your convenience. I can be reached at 814-472-7700, Ext. 1338 or via email at bill.stenger@lrkimball.com. Thank you for your assistance in this matter.

Sincerely,



William E. Stenger
Radiation Safety Officer



O. Thomas McConnell, Jr., PE
Vice President, Operations Manager

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