



HELENA

SAND & GRAVEL

November 3, 2010

Nuclear Regulatory Commission
Attn: Document Control Desk
Washington, DC 20555-0001

Subject: NRC License No. 25-29363-01
Reply to a Notice of Violation
Helena Sand & Gravel, Inc.
Helena & Hamilton, Montana

Ladies & Gentlemen:

Helena Sand & Gravel, Inc. (HSG) is in receipt of the NRC Inspection Report and Notice of Violation, dated October 27, 2010. The inspection report summarizes the site inspection performed, by Mr. Larry Donovan, on August 24, 2010. As referenced in the report, Helena Sand & Gravel did not have shipping papers prepared when our technicians were transporting the portable gauge(s) to and from various construction projects.

Regrettably, this was an oversight on my part, as I didn't realize that shipping papers were a requirement for transportation to and from temporary construction sites. Corrective actions have been taken; we have reviewed the relevant sections of NUREG – 1556, Volume 1, Revision 1 (Section 8.10.10) (additional training), and understand and agree that shipping papers are required whenever we are transporting nuclear gauges. Immediately following the August, 2010 site inspection, we prepared the necessary shipping papers for each of our nuclear densometers and these papers accompany the gauge(s) as they are transported to project sites. Further, these shipping papers are maintained within "arms length" of the technician(s) throughout the transportation process.

Enclosed for your perusal are copies of the shipping papers that have been prepared for the two nuclear gauges that are currently assigned to Helena Sand & Gravel, dba Blahnik Construction in Hamilton, Montana. The full compliance date that the shipping papers were prepared and in possession of the technician(s) during gauge transportation activities occurred prior to September 3, 2010, as documented by our email to Mr. Larry Donovan on that date.

IEOM
RGM

Nuclear Regulatory Commission

November 3, 2010

Page 2

If you have any questions concerning this information, please contact me at your convenience. I can be reached at (406) 459-3701 or (406) 441-9611.

Sincerely,



Jeremiah B. Bowser, P.E.

Radiation Safety Officer

Montana Companies

Enclosures (2):

Blahnik's Shipping Papers

cc: Nuclear Regulatory Commission
Attn: Regional Administrator
Washington, DC 20555-0001

Ms. Vivian H. Campbell, Chief
Nuclear Regulatory Commission
Nuclear Materials Safety Branch A
612 E. Lamar Blvd., Suite 400
Arlington, TX 76011- 4125

Mr. Larry Donovan
Licensed Medical Physicist
Division of Nuclear Materials Safety
Nuclear Regulatory Commission, Region IV
611 Ryan Plaza Drive, Suite 400
Arlington, TX 76011- 8064

STRAIGHT BILL OF LADING

ORIGINAL - NOT NEGOTIABLE

Shipper No. _____

Carrier No. _____

Page 1 of 1

X Blahnik Construction

Date X

(Name of carrier)

(SCAC)

TO: Consignee X Blahnik Construction
 Street Field Construction Projects
 City Various State MT Zip Code Varies

FROM: Shipper X Blahnik Construction
 Street 759 Highway 93N
 City Hamilton State MT Zip Code 59840
 24 hr. Emergency Contact Tel. No. (414) 762-5100

Route _____ Vehicle Number _____

No. of Units & Container Type	HM	BASIC DESCRIPTION Proper Shipping Name, Hazard Class, Identification Number (UN or NA), Packing Group, per 172.101, 172.202, 172.203	TOTAL QUANTITY (Weight, Volume, Gallons, etc.)	WEIGHT (Subject to Correction)	RATE	CHARGES (For Carrier Use Only)
1 Polycase	RQ	Radioactive Materials, Type A Package, 7, UN2915, Radium 226, solid, salt mixed with beryllium, 166.5 MBq. Radioactive Yellow II Label. T.I. <u>06</u> Electronic Instrument S/N <u>21268</u> <u>Seaman C-300 Nuclear Gauge</u> Item #164900, Sub-1, Class 70. Dimensions: <u>19X19X25</u> ins.				

PLACARDS TENDERED: YES NO

Note - (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property, as follows: "The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding 70 per polycase."
 (2) Where the applicable tariff provisions specify a limitation of the carrier's liability absent a release or a value declaration by the shipper and the shipper does not release the carrier's liability or declare a value, the carrier's liability shall be limited to the extent provided by such provisions. See NMFC Item 172.
 (3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation. See section 2(e) of item 360, Bills of Lading, Freight Bills and Statements of Charges and Section 1(a) of the Contract Terms and Conditions for a list of such articles.

I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and are classified, packed, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

 Signature

REMIT C.O.D. TO: ADDRESS
COD Amt: \$ _____
 Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
 The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

 (Signature of Consignor)

C.O.D. FEE: PREPAID COLLECT \$ _____
 TOTAL CHARGES: \$ _____
 FREIGHT PREPAID Check box if charges exceed when bill is right is checked are to be collect

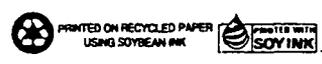
RECEIVED, subject to classifications and tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment.

Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER X
 PER X
 CARRIER _____
 PER _____
 DATE _____

Permanent post-office address of shipper

STYLE F265-3 LABELMASTER® (800) 621-5808 www.labelmaster.com



1

STRAIGHT BILL OF LADING
ORIGINAL - NOT NEGOTIABLE

Shipper No. _____

Carrier No. _____

Page 1 of 1

X Blahnik Construction
(Name of carrier) (SCAC)

Date X

On delivery shipments, the letters "COD" must appear before consignee's name or as otherwise provided in Item 430, Sec. 1.

Consignee X Blahnik Construction
Street Field Construction Projects
City Various State MT Zip Code Various

FROM: Shipper X Blahnik Construction
Street 759 Highway 93 N
City Hamilton State MT Zip Code 59840
24 hr. Emergency Contact Tel. No. (414) 762-5100

No. of Units & Container Type	HM	BASIC DESCRIPTION Proper Shipping Name, Hazard Class, Identification Number (UN or NA), Packing Group, per 172.101, 172.202, 172.203	TOTAL QUANTITY (Weight, Volume, Gallons, etc.)	WEIGHT (Subject to Correction)	RATE	CHARGES (For Carrier Use Only)
1 Polycase	RQ	Radioactive Materials, Type A Package, 7, UN2915, Radium 226, solid, salt mixed with beryllium, 166.5 MBq. Radioactive Yellow II Label. T.I. <u>06</u> . Electronic Instrument S/N <u>L122</u> . <u>Seaman C-200 Nuclear Gauge</u> Item #164900, Sub-1, Class 70. Dimensions: <u>19 X 19 X 25</u> ins.				

PLACARDS TENDERED: YES NO

Note - (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property, as follows: "The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding 40 per pound."
(2) Where the applicable tariff provisions specify a limitation of the carrier's liability absent a release or a value declaration by the shipper and the shipper does not release the carrier's liability or declare a value, the carrier's liability shall be limited to the extent provided by such provisions. See NMFC item 172.
(3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation. See section 2(e) of item 360, Bills of Lading, Freight Bills and Statements of Charges and Section 1(a) of the Contract Terms and Conditions for a list of such articles.

I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name and are classified, packed, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

REMIT C.O.D. TO: ADDRESS
COD Amt: \$ _____
Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

C.O.D. FEE: PREPAID COLLECT \$ _____
TOTAL CHARGES: \$ _____
FREIGHT PREPAID Check box if charges are to be collected

Signature _____ (Signature of Consignor)

RECEIVED, subject to classifications and tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under contract agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to des-

tion and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment.
Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER X CARRIER _____
PER X _____
DATE _____