

# 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.

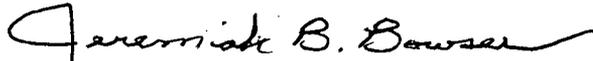
Helena Sand & Gravel, Inc. • 2209 Airport Road • P.O. Box 5960 • Helena, MT 59604 • (406) 442-1185

JE07  
RGM4

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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. \_\_\_\_\_

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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 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.06. Electronic Instrument S/N <u>L122</u> . <u>Seaman C-200 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 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.  
X 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  \$

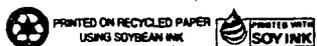
TOTAL CHARGES: \$

FREIGHT CHARGES  
FREIGHT PREPAID  Check box if charges are to be collected  
except when box at right is checked

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 <u>X</u>	CARRIER _____
PLAC <u>X</u>	PER _____
	DATE _____

Permanent post-office address of shipper



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