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DNMS

February 24, 2011

U.S. Nuclear Regulatory Commission, Region IV  
Attn: Director, Division of Nuclear Materials Safety  
612 East Lamar Blvd., Suite 400  
Arlington, TX 76011

SUBJECT: Notification of Initiating Activities Under Nuclear Materials License  
Number 05-27748-01

Dear Regional Administrator:

MACTEC Development Corporation (MACTEC) is hereby providing written notification prior to initiating activities at a temporary job site, as required by Nuclear Materials License Number 05-27748-01, Amendment 3, Docket Number 030-36204.

MACTEC will be implementing its license to control radiological activities at the Hunters Point Shipyard (HPS), located in San Francisco, California, starting on or about March 11, 2011. Licensed activities will include the demolition of potentially radiological and dilapidated shoreline wooden structures comprising of Berths 61 and 64, Piers B and C, the wood portions of the quay wall adjacent to Pier C, and Wharf No. 2 between Dry Docks 2 and 3.

In accordance with the license requirements, the following information is provided:

13. A. (i) The estimated type, quantity, and physical/chemical forms of licensed materials include:

- There is an extremely small probability of locating radioactive material in the form of sealed tritium and/or radium luminescent deck/pier markers historically used to mark the U.S. Navy piers that are being demolished. There is no quantity estimate for these deck markers.
- The site's Sampling and Analysis Plan identifies cesium-137, plutonium-239, radium-226, strontium-90, and uranium-235 as contaminants of concern at the site; however, there is no quantity estimate for these radionuclides because the demolished material is expected to be free of residual radioactivity. If radioactive material is present, it is expected that the radioactive material would have a physical/chemical form of a fixed contamination, either on the external surface of the debris or imbedded in the physical debris material.

13. A. (ii) The specific site location of demolition is Berths 61 and 64, Piers B and C, the quay wall adjacent to Pier C, and Wharf No. 2 between Dry Docks 2 and 3 at the HPS, San Francisco, California. Demolition debris will be radiologically surveyed on the North Pier.

13. A. (iii) Planned licensed activities include demolition, removal, radiological surveys, and disposition of all potentially radiological and dilapidated shoreline wooden structures including Berths 61 and 64, Piers B and C, the wood portions of the quay wall adjacent to Pier C, and Wharf No. 2 between Dry Docks 2 and 3. Radioactive waste material identified and collected by MACTEC will be placed in low-level radioactive waste bins provided by the prime contractor. After the bin has been filled or the project is completed, the bin will be returned to the prime contractor for management and disposition. Responsibilities for management and control of radioactive waste material will be performed in accordance with the prime contractor's Memorandum of Understanding.

13. A. (iv) The estimated start date is March 11, 2011, with an estimated finish date of July 2, 2011.

13. A. (v) The point of contact for this project is:

- Alejandro Lopez, MS, CHP  
MACTEC Project Health Physicist  
9177 Sky Park Court  
San Diego, CA 92123-4341  
858-514-7728 (office)  
970-778-0449 (cell)  
858-278-5300 (fax)

MACTEC will notify the NRC in writing of the status of the temporary job site and the disposition of the licensed material within 30 days of completing project activities.

Thank you for taking this matter into consideration. If you have any questions regarding this notification, please call me at (970) 243-2861.

Sincerely,



MACTEC Electronic Signature

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Michael P. McDonald, CHP, RRPT  
Radiation Safety Officer  
Radiological Services Program and Support Manager

MPM

# MEMORANDUM OF UNDERSTANDING

Date: 26 January 2010

RE: MACTEC US NRC License Use at the former Hunters Point Naval Shipyard

## **Background**

The U. S. Navy has requested that ERS JV provide radiological services in support of the Pier Demolition Project, Contract No. N62473-07-D-3219 CTO 004 at the former Hunters Point Naval Shipyard (HPS) in San Francisco, California which is owned by the Navy under exclusive federal jurisdiction. These services have been contracted by the Naval Facilities Engineering Command, Southwest Division in support of the Base Realignment and Closure Program Management Office West in San Diego, California. As a requirement of the contract, radiological services will be performed by the ERS JV subcontractor, MACTEC Development Corporation (MACTEC), under MACTEC's Nuclear Regulatory Commission Radioactive Materials License No. 05-27748-01.

Radiological operations involving licensed radioactive materials at the former Hunters Point Naval Shipyard were previously authorized by Atomic Energy Commission (AEC) licenses as appropriate for the time of operation. All previous licenses have been terminated. Additionally, previous radiological operations at this site involved the use of 91b materials, radioluminescent materials, technically enhanced naturally occurring radioactive materials (TENORM), and naturally occurring and accelerator-produced radioactive materials (NARM). Currently, the Navy is authorized use of NRC licensed radioactive materials through a NRC Master Materials License and is recognized as owner of the all radioactive materials at HPS. The Naval Sea Systems Command Detachment, Radiological Affairs Support Office (NAVSEADET RASO), as technical support center to the Naval Radiation Safety Committee, oversees radiological work performed by MACTEC for the Navy.

Note that an additional site specific memorandum of understanding governs NRC license activities, including radioactive disposal, between all other NRC licensed contractors operating at HPS. The intent of this memorandum is to outline the general applicability and responsibilities between MACTEC and the Navy as it applies to their scope of work and license implementation. This memorandum of understanding is also intended for use to meet the requirements of MACTEC license No. 05-27748-01, Conditions 13 and 14.

## **General Use of Individual Licenses**

The dividing line of organization responsibilities is the point at which the radioactive material transfers custody from the Navy to MACTEC, or from MACTEC back to the Navy. Because the radioactive material controlled under radiological remediation is inferred by historical references and not known or adequately quantified, both organizations realize that an exact inventory of radioactive material is not feasible. However, a conservatively high estimate based on professional judgment and best available technology will be used. The following contains an

expected progression of the radiological remediation and decontamination process, and the organization specific responsibilities.

Prior to MACTEC mobilization for radiological remediation and decontamination work, the Navy is responsible for the inventory of radioactive material, posting radiological areas in accordance with 10 CFR 20, and providing radiation awareness training to individuals with access to the radiologically impacted site. The Navy shall provide MACTEC with information that gives a conservative estimate of the type, quantity, and physical form of radioactive material they are likely to recover and the site locations where radioactive material is located or has potential to exist. This information is necessary to ensure that the radioactive material quantities will not exceed the limits listed in the MACTEC NRC license, and to ensure that an accurate 14-day notification is made to the NRC as required by the MACTEC license No. 05-27748-01, Condition 13A.

Upon MACTEC mobilization to perform radiological remediation and decontamination work, MACTEC will be responsible for posting radiological areas in accordance with 10 CFR 20, and providing the appropriate awareness training to individuals with access to the radiologically impacted site under MACTEC control. At the point that any radioactive material is removed from a surface or soil, that material becomes the responsibility of MACTEC for radioactive material inventory. The inventory estimate may be based on radioanalytical measurement or thumb rules based on instrument measurements but it must be isotope specific. Note that these measurements may be conducted by other contractors as defined in a HPS site-specific MOU between MACTEC and other site radiological contractors. Any radioactive material that remains in the original location remains in the possession of the Navy. Although the Navy will retain legal possession of radioactive material that has been identified but left in place, MACTEC will identify the location and maintain control of the radioactive material and provide appropriate posting in accordance with 10 CFR 20 until the end of the contract. In the event of any radiological emergency, such as a spill of radioactive material, MACTEC will provide initial emergency response, stabilize the situation, and obtain Navy concurrence on final resolution prior to returning to work. Unless specifically stipulated in a site specific contract, MACTEC is not obligated to engage in any radiological clean up as the result of an accident not caused by a MACTEC employee or its contracted partners.

Upon completion of MACTEC radiological work or termination of the MACTEC contract, the Navy will resume responsibility for radiological posting and training requirements in accordance with 10 CFR 20 for those sites not free released without restrictions, including areas where radioactive material was found but left in place. MACTEC shall return any remediated radioactive material that has no means of disposal to the custody of the Navy or other entity that possesses an appropriate NRC license, as directed by the Navy. MACTEC shall provide a written listing of current areas containing radioactive material identified during radiation survey operations prior to relinquishing responsibilities to the Navy.

### **Occurrence Reporting**

In all non routine events during MACTEC radiological remediation operations under a contract between MACTEC and the Navy, the MACTEC Radiation Safety Officer (RSO) or designee

will notify NAVSEADET RASO as soon as practical. Non-routine events are defined as but not limited to:

- Contamination events that require personnel decontamination.
- Contamination levels including airborne contamination or dose rates that stop operations.
- Any regulatory reporting event.
- Any noncompliance with the requirements of this MOU.

The MACTEC RSO or designee shall be responsible for reporting noncompliance issues to the applicable regulatory agencies as required by their NRC license or as specified in their contract with the Navy.

### Jurisdictional Issues and Changes

Jurisdictional issues or specific situations not covered under this agreement will be discussed between the Navy and MACTEC for resolution and documented by an amendment of this memorandum of understanding. Signatures placed within this MOU by the BRAC PMO West, NAVFAC SWDIV Contracting Officer, MACTEC RSO (or designated NRC license representative) and the NAVSEADET RASO representative will indicate approval of the contents of this document, and concurrence of the resultant agreement.



24 Feb 2011

BRAC

C. W. DePew, NAVFAC Contracting Officer



MACTEC Electronic Signature

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Date

Michael P. McDonald, MACTEC RSO

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Laurie Lowman, NAVSEADET RASO  
Lead Environmental Program Manager