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U.S. Nuclear Regulatory Commission – Region I  
ATTN: Kathy Modes, Division of Nuclear Materials Safety  
2100 Renaissance Blvd., Suite 100  
King of Prussia, PA 19406-2713

28 September 2012

Subject: Docket Number 030-37850  
Control No. ~~575303~~ **579063** *Nur*  
Shaw Environmental & Infrastructure, Inc.  
Request for Consent to Indirect Transfer of Control of Materials  
License No. 20-31340-01

Dear Ms. Modes:

Pursuant to Section 184 of the Atomic Energy Act of 1954, as amended (the "Act"), and 10 C.F.R. 30.34(b), Shaw Environmental & Infrastructure, Inc. ("Shaw E&I") requests that the U.S. Nuclear Regulatory Commission ("NRC") consent to the indirect transfer of control of Materials License No. 20-31340-01 (the "License"). The indirect transfer would result from a proposed transaction whereby The Shaw Group Inc. ("Shaw"), a Louisiana corporation whose stock is publicly traded on the New York Stock Exchange ("NYSE") and widely held in the United States, would be acquired by Chicago Bridge & Iron Company N.V. ("CB&I"), a public limited liability company with its registered corporate seat in Amsterdam, The Netherlands, whose stock is publicly traded on the NYSE and widely held in the United States.

Shaw E&I is directly owned 100% by Shaw. Pursuant to a Transaction Agreement dated July 30, 2012, Crystal Acquisition Subsidiary Inc., a wholly owned subsidiary of CB&I organized under the laws of the State of Louisiana, will merge with and into Shaw, with Shaw as the surviving entity. When the transaction is complete, Shaw will be a wholly owned subsidiary of CB&I. CB&I plans to operate Shaw as a separate business sector under the brand name CB&I Shaw.

Simplified organization charts showing the ownership of Shaw E&I before and after the proposed transaction are provided as Figures 1 and 2. Supporting information is provided as Enclosure 1, consistent with the NRC's guidance for a license transfer request in Volume 15 of NUREG-1556 ("Consolidated Guidance About Materials Licenses – Guidance About Changes of Control and About Bankruptcy Involving Byproduct, Source, or Special Nuclear Materials Licenses").

This indirect transfer of ownership of Shaw E&I is in accordance with the Act. It does not involve changes in the operations of Shaw E&I and does not change any of its existing obligations as the holder of the License, associated with the possession and use of source, by-product, and special nuclear material at temporary job sites. Thus, there are no changes to the information provided in support of the License as a result of this transaction, other than changes that reflect CB&I becoming the ultimate parent holding company for Shaw E&I.

CB&I's worldwide administrative headquarters are in The Woodlands, Texas. Its registered corporate seat is in The Netherlands. Although CB&I is incorporated in the Netherlands, its stock is publicly traded on the NYSE. Publicly available information in filings with the U.S. Securities and Exchange Commission and information available to CB&I reflect that a majority of CB&I's shares are held by individuals and institutions residing and operating in the United States and that no single investor holds more than 5% of CB&I stock. All members of CB&I's Board of Directors and all of its executive officers are U.S. citizens, except for one officer who is a U.S. permanent resident with Norwegian citizenship. One member of the Board also holds dual U.S. and Canadian citizenship.

The transaction is subject to approval by the shareholders of both parties as well as approvals of U.S. and foreign government authorities, but is expected to close in the first quarter of 2013. Accordingly, Shaw E&I requests the NRC issue its consent to the proposed indirect transfer of control on or before January 2, 2013.

If you have any questions, please feel free to contact Claire Doherty at (617) 589-6750.

Sincerely,



George P. Bevan  
President  
Shaw Environmental & Infrastructure, Inc.

Enclosures:

Figure 1

Figure 2

- (1) Information Supporting Request for NRC Approval of Indirect Transfer of Control of Materials License No. 20-31340-01

Figure 1: SIMPLIFIED ORGANIZATION CHART – CURRENT

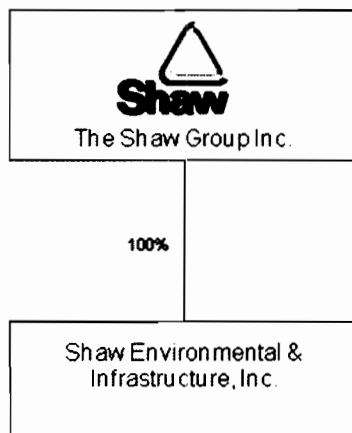
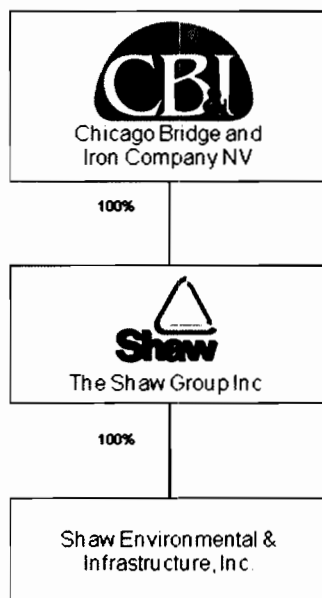


Figure 2: SIMPLIFIED ORGANIZATION CHART – Post-Transaction



**Enclosure 1**

**Information Supporting Request for NRC Approval of  
Indirect Transfer of Control of Materials License No. 20-31340-01**

This information is submitted consistent with "Consolidated Guidance About Materials Licenses – Guidance About Changes of Control and About Bankruptcy Involving Byproduct, Source, or Special Nuclear Materials Licenses," U.S. Nuclear Regulatory Commission, NUREG – 1556, Vol. 15 (November 2000).

## **Section 5.1 DESCRIPTION OF TRANSACTION**

1. *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.*

Pursuant to Section 184 of the Atomic Energy Act of 1954, as amended (the "Act"), and 10 C.F.R. 30.34(b), Shaw Environmental & Infrastructure, Inc. ("Shaw E&I") requests that the U.S. Nuclear Regulatory Commission ("NRC") consent to the indirect transfer of control of Materials License No. 20-31340-01 (the "License"). The indirect transfer would result from a proposed transaction whereby The Shaw Group Inc. ("Shaw"), a Louisiana corporation whose stock is publicly traded on the New York Stock Exchange ("NYSE") and widely held in the United States, would be acquired by Chicago Bridge & Iron Company N.V. ("CB&I"), a public limited liability company with its registered corporate seat in Amsterdam, The Netherlands, whose stock is publicly traded on the NYSE and widely held in the United States.

Shaw E&I is directly owned 100% by Shaw. Pursuant to a Transaction Agreement dated July 30, 2012, Crystal Acquisition Subsidiary Inc., a wholly owned subsidiary of CB&I organized under the laws of the State of Louisiana, will merge with and into Shaw, with Shaw as the surviving entity. When the transaction is complete, Shaw will be a wholly owned subsidiary of CB&I. CB&I plans to operate Shaw as a separate business sector under the brand name CB&I Shaw.

This indirect transfer of ownership of Shaw E&I is in accordance with the Act. It does not involve changes in the operations of Shaw E&I and does not change any of its existing obligations as the holder of the License, associated with the possession and use of source, by-product, and special nuclear material at temporary job sites. Thus, there are no changes to the information provided in support of the License as a result of this transaction, other than changes that reflect CB&I becoming the ultimate parent holding company for Shaw E&I.

CB&I's worldwide administrative headquarters are in The Woodlands, Texas. Its registered corporate seat is in The Netherlands. Although CB&I is incorporated in The Netherlands, its stock is publicly traded on the NYSE. Publicly available information in filings with the U.S. Securities and Exchange Commission ("SEC") and information available to CB&I reflects that a majority of CB&I's shares are held by individuals and institutions residing and operating in the U.S. In addition, Section 13(d) of the Securities

Exchange Act of 1934, as amended, 15 U.S.C. 78m(d), requires that a person or entity that owns or controls more than 5% of the securities of a company must file notice with the SEC. Based upon these filings, Shaw E&I is not aware of any alien, foreign corporation, foreign government, or other single investor that holds or may hold beneficial ownership of more than 5% of the securities of CB&I. All members of CB&I's Board of Directors and all of its executive officers are U.S. citizens, except for one officer who is a U.S. permanent resident with Norwegian citizenship. One member of the Board also holds dual U.S. and Canadian citizenship.

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

There will be no change in the name of the licensed organization as a result of the planned transaction.

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

The licensee contact and telephone information will remain the same.

## **Section 5.2 CHANGES OF PERSONNEL**

*Any changes in personnel having control over licensed activities (e.g., officers of a corporation and any changes in personnel named in the license such as radiation safety officer, 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.*

This indirect transfer of Shaw E&I's interest does not involve planned changes in the management personnel of Shaw E&I. In particular, no changes in personnel directly responsible for radiation safety or use of licensed material are planned as a result of this transaction. Any future changes in management personnel will be those that occur in the ordinary course of business.

## **Section 5.3 CHANGES OF LOCATION, EQUIPMENT & PROCEDURES**

*A description of any planned changes in location, facility, equipment, or procedures.*

There are no planned changes in the location, facility, equipment, or procedures relating to the License as a result of the planned transaction.

#### **Section 5.4 SURVEILLANCE RECORDS**

*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. A description of the status of all surveillance requirements and records should also be provided.*

Shaw E&I will remain the licensee. Surveillance items and records required by the License will be implemented and maintained as described therein.

#### **Section 5.5 DECOMMISSIONING AND RELATED RECORDS TRANSFERS**

1. *Confirmation that all records concerning the safe and effective decommissioning of the facility have been transferred to the new licensee if licensed activities will continue at the same location.*

Shaw E&I will maintain records of information important to decommissioning each temporary job site at the applicable job site, which will be made available to the customer upon request. At the completion of activities at a temporary job site, Shaw E&I will transfer these records to the customer for retention. See License Condition 17.

2. *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, is the transferee knowledgeable of the extent and levels of contamination and applicable decommissioning requirements, and does the transferee agree to assume full liability for the decontamination of the facility or site?*

Shaw E&I will maintain records of information important to decommissioning each temporary job site, which will be made available to the customer upon request. At the completion of activities at a temporary job site, Shaw E&I will transfer these records to the customer for retention. See License Condition 17. Shaw E&I is not responsible for establishing decommissioning financial assurance. See License Condition 16.

3. *A description of how the parties agree to assume the responsibility for decontamination and decommissioning.*

Shaw E&I is not responsible for establishing decommissioning financial assurance. See License Condition 16.

## **Section 5.6 TRANSFEREE'S COMMITMENT TO ABIDE BY THE TRANSFEROR'S COMMITMENTS**

*Confirmation that the transferee agrees to abide by all constraints, license conditions, requirements, representations, and commitments previously made to the NRC by the transferor. These include, but are not limited to: information submitted in support of license amendment; maintenance of decommissioning records and completion of corrective actions for open inspection items and enforcement actions.*

*With regard to open inspection items, etc., the transferee should confirm, in writing, that it is knowledgeable of and accepts full responsibility for open inspection items and/or any resulting enforcement actions; or the transferee may propose alternative measures for meeting the requirements; or the transferor may provide a commitment to close out all such actions with the NRC before license transfer.*

Shaw E&I agrees to abide by all commitments and representations previously made by Shaw E&I in connection with the License. These commitments and representations remain unaffected by the proposed change in ownership. To the extent changes to such commitments are proposed, they will be subject to review and approval consistent with applicable NRC requirements. Shaw E&I is knowledgeable of and accepts full responsibility for any open inspection items and/or any resulting enforcement actions, and its commitments to do so are unaffected by the proposed change in ownership.