Contractual Responsibility

On April 8, 2002, a $310,000 civil settlement agreement was reached between UXB International, Inc. (UXB), and the U.S. Government. In addition, UXB agreed to remedy potential areas of ordnance and explosive contamination identified by the Government’s investigation relating to a contract for the removal of ordnance and explosives from land at Bellows Air Force Station (BAFS), Waimanalo, HI. The contract was funded by the U. S. Air Force and administered by the U.S. Army Corps of Engineers. It was alleged that UXB failed to properly clear the ordnance and explosives, and improperly used heavy equipment for grading purposes. An investigation determined that heavy equipment was used extensively throughout the BAFS site to grade areas prior to the use of metal detection equipment by UXB personnel. This compromised areas of the project by burying the ordnance and explosives beneath the clearance depth specified in the contract. Former employees also reported that UXB employees orchestrated a scheme to circumvent the Government’s inspection process. The Hawaii POD conducted the investigation with the FBI, the USACIDC and the AFOSI.

Qui Tam

On April 12, 2002, the Caval Tool Division of the Chromalloy Gas Turbine Corporation (Chromalloy), Newington, CT, reached a $150,000 settlement with the Department of Justice to settle issues raised in a qui tam suit filed by a former Chromalloy employee. The suit alleged that Chromalloy knowingly falsified test documents pertaining to aerospace parts, including parts used in military aircraft. The scheme involved balancing operations that were to be performed by a certified balancing operator. When the in-house certified inspector was disabled due to injury, Chromalloy continued to certify parts by using a balancing trainee. Test documents were then prepared using the inspection stamp of the injured certified balancer. The relator will receive $30,000 of the settlement amount. The Hartford RA conducted the investigation with the NASA.

Labor Hours

On April 22, 2002, Lockheed Martin Services, Incorporated (Lockheed), Falls Church, VA, agreed to a civil settlement, in lieu of filing a civil complaint, and will pay the U.S. Government $530,000 to settle claims that Lockheed overcharged the DoD. Lockheed did not concede to any wrongdoing.