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GAO Sustains Protest Of \$1.9M Army Corps Contract

By **Ganesh Setty**

Law360 (February 17, 2026, 4:55 PM EST) -- The U.S. Government Accountability Office has decided the U.S. Army Corps of Engineers erred in awarding a nearly \$1.9 million contract to build an offloading platform, finding the awardee failed to address an amendment to one component's specifications.

Siding with protester Ryba Marine Construction Co., whose \$2.3 million bid was the second-lowest, the GAO determined that though the awardee E.C. Korneffel Co. acknowledged the Army Corps' two prior amendments to its invitation for bids, it failed to do so for the third amendment at issue. That amendment increased the size of a capping structure for the platform, which the Army Corps estimated would cost a roughly 1%-2% increase in Korneffel's bid price, the agency noted.

"The contracting officer characterized this change as 'substantive in nature,'" the GAO said in its **decision**, issued on Feb. 5 and released on Friday. "Thus, the amended IFB changed the specifications of the product to be delivered, and failure to acknowledge the amendment was not merely a matter of failing to follow the punctilios of the solicitation."

Ryba's protest stems from the Army Corps' June solicitation to construct an offloading platform that would provide access to a disposal facility in St. Clair County, Michigan, helping transport construction equipment like dozers and excavators, along with material like dredged sediment and soil. Offerors were required to acknowledge receipt of any amendment to the Army Corps' invitation for bids.

In its third amendment to its solicitation, the Army Corps increased the size of a capping structure that would go on top of sheet pile walls, since the structure's prior dimensions did not accommodate the walls' "dimensional irregularities," the GAO's decision states.

The Army Corps initially rejected Korneffel's bid due to its failure to acknowledge the third amendment, but changed course after the awardee lodged a protest, determining the change in specifications had a negligible influence on Korneffel's price. Ryba, meanwhile, lodged its protest after the Army Corps awarded the contract to Korneffel in October.

But despite the Army Corps' position that its specifications change had a negligible influence, the GAO further held in the decision that an amendment is still material if it adds requirements to the contract that weren't contained in the original invitation for bids.

"In this regard, the record shows that the larger channel cap is necessary because the smaller channel cap has flanges that do not provide enough area to accommodate the dimensional irregularities of the sheet pile walls set to be used for this requirement," the GAO said. "The larger channel cap, on the other hand, has a wider flange which allows the cap to accommodate such irregularities."

The GAO recommended in turn that the Army Corps terminate the Korneffel contract and select Ryba if the Army Corps determines that the protester is eligible.

Chris White, an attorney for Ryba, told Law360 in a statement Tuesday that the GAO decision "underscores the importance of full compliance with solicitation requirements, including acknowledging all amendments, to protect the integrity of the procurement process."

"This decision specifically echoed the foundational federal procurement rule that material amendments must be acknowledged, as this ensures a level playing field for all bidders," he said.

A representative for the Army Corps declined to comment Tuesday. A representative for Korneffel did not immediately respond to a request for comment.

GAO attorneys Todd C. Culliton and Tania Calhoun participated in the preparation of the decision.

Ryba is represented by J. Christopher White, Ronald D. Sullivan and Bret S. Wacker of Clark Hill PLC.

Korneffel is represented by John Staniszewski of Mott Staniszewski PLC.

The Army Corps is represented in-house by Shannon McCurdy, Matthew R. Keiser and Kyle T. Shaw.

The case is Matter of: Morrish-Wallace Construction d/b/a Ryba Marine Construction Co., file number B-423796.2, in the U.S. Government Accountability Office.

--Editing by Adam LoBelia.

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