



City of Lawton
**Lawton Economic
Development Authority**

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

**Special Meeting
Agenda**

Thursday, April 30, 2026

3:00 PM

Lawton City Hall
3rd Floor Conference Room

Meeting Called to Order and Roll Call

"Official action can be taken only on items which appear on the agenda. The Authority may adopt, approve, ratify, deny, defer, recommend, or continue any agenda item. The Authority may also propose and enact floor amendments to any matter presented before them. When more information is needed to act on an item, the Authority may refer the matter to City Staff. Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely."

Statement of Compliance with Oklahoma Open Meeting Act, 25 O.S. 301-314

Business Items

1. Receive a report from Ryan Herring Construction, Inc., LEDA's Construction Manager for the Firehawk Aerospace construction project, and consider and take action to approve the award of Bid Package #1 — Demolition/Site Work/Storm Drainage to Iron Pipe in the amount of \$4,388,288.00 as the lowest responsive and responsible bidder meeting the requirements of the bid documents and authorize the Chairman to execute the Form of Guaranteed Maximum Price Proposal in accordance therewith.

Adjournment

The City of Lawton encourages participation from all of its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at (580) 581-3305 at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48 hour rule if interpreters for the deaf (signing) is not the necessary accommodation."

Item Title:

Receive a report from Ryan Herring Construction, Inc., LEDA's Construction Manager for the Firehawk Aerospace construction project, and consider and take action to approve the award of Bid Package #1 — Demolition/Site Work/Storm Drainage to Iron Pipe in the amount of \$4,388,288.00 as the lowest responsive and responsible bidder meeting the requirements of the bid documents and authorize the Chairman to execute the Form of Guaranteed Maximum Price Proposal in accordance therewith.

Initiator: Richard Rogalski, LEDA Executive Director

Information Source: Ryan Herring, Herring Construction, Inc

Background:

Bid Package #1 — Demolition/Site Work/Storm Drainage for the Firehawk Aerospace project was opened on April 21 at City Hall, with three bids received. Two of the bids were determined to be unresponsive as they submitted a schedule that was outside of the required 60-day completion schedule outlined in the bid documents, which is considered a material requirement for the project. Ryan Herring Construction, Inc., LEDA's Construction Manager, therefore determined that Iron Pipe, with a bid of \$4,388,288.00, was the only responsive and responsible bidder, and recommended awarding the work to Iron Pipe. The construction schedule is of primary concern to Firehawk Aerospace Inc., and delaying this award would not be in the best interest of the project.

At the April 16 meeting, the Authority authorized the Chairman to approve the award of Bid Package #1 in an amount not to exceed \$3.0 million. Because all bids exceeded that amount, additional Authority action is required to consider award of the bid package.

The Form of Guaranteed Maximum Price Proposal (GMP) was included as Exhibit F of the Construction Manager At-Risk Agreement between LEDA and Ryan Herring Construction, Inc. As this is a fast-track construction project, at this time the GMP will only include the costs associated with Bid Package #1. As future bid packages are awarded, the GMP will need to be amended to include those costs. In no event will the GMP exceed the \$22 million ODFA funding for this project.

Correlation to the True North Statement:

Transparency and Trust

Exhibit:

Ryan Herring Construction Recommendation Letter for Award of Bid Package 1 — Demolition, Sitework, Storm Drainage
Exhibit F - Form of Guaranteed Maximum Price Proposal

Key Issues:

N/A

Funding Source:

ODFA P3 Grant Funding

Recommended Action:

Approve the award of Bid Package #1 — Demolition/Site Work/Storm Drainage to Iron Pipe in the amount of \$4,388,288.00 as the lowest responsive and responsible bidder meeting the requirements of the bid documents and authorize the Chairman to execute Form of Guaranteed Maximum Price Proposal in accordance therewith.

ATTACHMENTS:

1. Ryan Herring Construction Recommendation Letter for Award of Bid Package 1 - Demolition, Sitework, Storm Drainage
2. Exhibit F - Form of Guaranteed Maximum Price Proposal

Herring Construction



Home Office: P.O. Box 3001 Lawton, Oklahoma 73501

Phone: (580) 355-7752 Fax: (580) 355-7742

Members of the Board,

I am writing to provide an update regarding the bids received for the Firehawk **DEMOLITION/SITE WORK/STORM DRAINAGE** Bid Package.

Bids were received from three (3) contractors. Upon initial review, it was determined that the bid documents required each bidder to submit a project schedule demonstrating completion of the work within sixty (60) calendar days.

BP #1 Mass Site Grading	Base Bid Amount	Affidavits	Bond	Addendum	Days
T & G Construction	\$ 3,659,525.00	X	X	X	140
Iron Pipe	\$ 4,388,288.00	X	X	X	60
Martin Dozer	\$ 6,653,902.00	X	X	X	118

Based on our review of the submitted schedules, only **Iron Pipe** clearly demonstrated the ability to complete the work within the required 60-day timeframe. The other bidders did not clearly demonstrate compliance with this requirement based on the schedules submitted, T&G Construction and Martin Dozer.

The following insert is directly from the bid package for your reference:

Schedule Requirements - The Contractor acknowledges a contract duration of 60 calendar days from the Notice to Proceed (NTP) to achieve project completion. As part of the project execution plan, the Contractor will provide:

- A detailed **manpower and equipment plan** outlining resources assigned to the project.
- **Estimated production rates** for major work activities.
- A **three-week lookahead schedule** identifying planned work operations and sequencing.
- A **weather contingency plan** accounting for potential delays and outlining mitigation strategies to maintain the project schedule

The 60-day completion requirement is considered a material component of the bid documents due to its impact on subsequent construction activities. As such, responsiveness to this requirement was a necessary condition for consideration of award.

Based on our evaluation, **Iron Pipe's** bid is considered responsive to the requirements of the bid documents, including the project schedule, and is therefore qualified for award consideration in accordance with Title 61 of the Oklahoma Statutes.

Currently, we recommend the following:

Option 1: Award the Bid Package #1 **DEMOLITION/SITE WORK/STORM DRAINAGE** to Iron Pipe as the lowest responsive and responsible bidder meeting the requirements of the bid documents.

Option 2 (Alternate): Reject all bids and re-advertise the project if the Board determines that further competition or revised schedule requirements are in the best interest of the project. This recommendation is made to ensure compliance with public bidding requirements while maintaining the project schedule and supporting subsequent construction activities. Please let me know if you have any questions or would like additional information. We are prepared to discuss this recommendation in further detail at your convenience.

It should be noted that we do not recommend Option 2, as it is not beneficial to the overall project schedule; however, it remains available.

Please let me know if you have any questions or would like additional information.



Sincerely,
Ryan Herring

EXHIBIT F

FORM OF GUARANTEED MAXIMUM PRICE PROPOSAL

Ryan Herring Construction, Inc. an Oklahoma corporation ("Construction Manager") hereby submits to the Lawton Economic Development Authority ("Owner"), a Guaranteed Maximum Price for the Firehawk Aerospace Project, pursuant to the provisions of Section 2.6 of the Construction Management At-Risk Agreement by and between the Owner and the Construction Manager dated December 19 , 2025 (the "Agreement"), based on the Contract Documents (as defined by the Agreement) developed for the Project, as follows:

1. Cost of the Work: A lump sum, not-to-exceed amount (as described in Section 5.1 of the Agreement excluding all items set forth in Section 5.3 of the Agreement): \$ _____

[Detailed breakdown by project element, phase, stage, schedule of values, separate subcontract, or as otherwise specified by Owner for this Project, attached]

2. General Conditions: A lump sum, not-to-exceed amount for General Conditions provided by Construction Manager pursuant to the Agreement: \$ _____

[Detailed breakdown by project element, phase, stage, schedule of values, separate subcontract, or as otherwise specified by Owner for this Project, attached]

2. Contingency: Not-to-exceed amount \$ _____

4. Allowances, if any: \$ _____
[Detailed breakdown attached]

5. Construction Fee: The product of the Construction Fee (___%) times the Cost of the Work, not-to-exceed amount \$ _____

TOTAL GUARANTEED MAXIMUM PRICE \$ _____
(Total of Items 1 – 5)

This represents the Guaranteed Maximum Price that Construction Manager guarantees is payable by Owner for construction of the Project pursuant to the Agreement. Attached to and incorporated in this Proposal are:

A. Detailed GMP Proposal Cost Breakdown. A calculation of the proposed GMP, including detailed breakdowns of the estimated costs organized by trade categories for all Trade Work, General Conditions Work Costs, together with the proposed Construction Fee, detailed lists of Contingency items, Allowances and Holds, if any, all of which comprise the proposed GMP.

B. Project Schedule. The Project Schedule shall be submitted electronically and paperbound with the GMP Proposal. The Project Schedule shall include detailed, logic driven activities for all

Construction Service activities for the Project and the overall Project that is scheduled to commence during the first one hundred eighty (180) days following the Notice to Proceed for Construction. The remaining construction activities (those commencing after the first 180 days) may be summarized by trades and may have longer durations than the “detailed” activities mentioned above; provided the Project Schedule is updated as required by the Agreement.

All paths in the Project Schedule must lead to a milestone activity for Substantial Completion, which shall be logic driven and indicate completion within approximately 90% of the time allowed by Construction Manager for the Owner’s established Substantial Completion Date.

C. Master Construction Schedule. A master Project Schedule developed for all Work to be performed under the Agreement.

D. Preliminary Schedule of Values.

CONSTRUCTION MANAGER: **Ryan Herring Construction, Inc.**
An Oklahoma corporation

By: _____
Ryan Herring, Owner

ACCEPTED this ____ day of _____, 20__.

OWNER: **LAWTON ECONOMIC DEVELOPMENT
AUTHORITY, a public trust**

By: _____
David Madigan, Chairman