

Quote Number: MQ0058863_0Quote Date: Jul 03, 2025Bid Date: Jul 03, 2025Agreement Expiration: Aug 04, 2025

Material Quotation

Attn: BRENT BENNETT
 Customer: LAKE COUNTY OF

Project Name: KELSEYVILLE - LIVE OAK/MAIN ST
 Project Description:
 Address: LIVE OAK TO MAIN ST
 City, State, Zip: KELSEYVILLE CA 95451

Material Description (ID #)	Est. Quantity	Units	Price	Plant Name
1/2"HMA58-22R25 (13140)	990	TONS	\$108.50	HWY 175 HOT PLANT
1947-ENVIRONMENTAL FEE		EACH	\$15.00	

Asphalt price is based on rack oil price of \$710.00 per ton. Plant minimum is 100 tons/ Day/Shift, or there will be an opening premium. Overtime billed after 8 hours at \$500.00 per hour. Special premiums for night work, Saturdays, & Sundays. An Environmental Fee of \$15.00 per load for will be charged on all material. Pricing expires 12/31/2026 Add Energy Surcharge Fee (to be determined each month) www.graniteconstruction.com/energy-surcharge

Special Conditions:

For Aggregates sold after the price will increase by per ton.
 For Asphalt Concrete sold after Jan 01, 2026 the price will increase by \$4/TONYEAR per ton.
 For Aggregates sold after the price will increase by per ton.
 For Asphalt Concrete sold after the price will increase by per ton.

Asphalt Concrete pricing is based on the rack oil buy price for liquid asphalt as stated. Any increase in the rack oil buy will result in an AC unit price increase of \$0.06 per \$1.00 of the difference in the rack oil buy price.

All force account & change order work will be billed at a mutually agreed upon price.

Plant opening fees for nights, Saturday, Sunday or Holiday will be assessed as stated.

Prices excludes Quality Control Plan and any field testing, i.e data herein, HMA temperature, straightedge, etc.

No back charges from plant breakdowns will be accepted.

General Conditions:

Prices quoted do not include sales tax.

This quote is limited to acceptance within 30 days from the bid date of this quotation after which time this quote is subject to review/revision.

Please contact your sales person before placing an order against this quote.

The offer to sell these materials is contingent upon customer completing and signing Granite's credit application and being approved for credit.

Additional terms and conditions are on page two of this quote.

Prices subject to change after Agreement Expiration date above.

Aggregate and Asphalt products are subject to Granite energy surcharge published on Granite website based on EIA diesel prices:

<https://www.graniteconstruction.com/energy-surcharge> and included in the Terms and Conditions.

By: Emily Kern

Office: 707-467-4147

Cell: 707-272-3671

Email: emily.kern@gcinc.comWebsite: www.graniteconstruction.com

Accepted By: _____

Signature

Date

Printed Name: _____

Title: _____

Phone: _____

Email: _____

Terms and Conditions

1. **MATERIAL/SPECIFICATION:** All materials quoted ("Materials") are subject to availability. Products delivered will meet specifications stated on this material quote ("MQ") (or material submittal if provided) at the point and time of delivery (as delivery is indicated on the face page).
2. **DELIVERY:** If applicable, Material shall be delivered in accordance with a schedule mutually agreed upon by Purchaser and Seller. Any charges at the point of delivery for spotting, switching, handling, storage and/or other accessorial services, and demurrage, shall be additional charges and paid by Purchaser. Damages caused by Purchaser or Purchaser's trucker, plant standby time, job cancellation, and added surcharges will be the responsibility of Purchaser. Title to Material and risk of loss shall pass to Purchaser upon delivery to Purchaser.
3. **PRICE/TERMS OF PAYMENT:** Purchaser shall pay Seller the amount set forth in the quote table together with applicable surcharges and fees. The environmental fee is not a tax, surcharge, or fee mandated by or remitted to any governmental or regulatory agency but used to recover direct and indirect costs for Granite and its subsidiaries operations to be conducted in an environmentally sustainable manner. Payment shall be made in accordance with the payment terms contained in Seller's Application for Credit and Account Agreement (the "Credit App") executed by Purchaser in favor of Seller (by this reference incorporated herein) unless Material purchased C.O.D. Purchaser's failure to pay all amounts owed when due shall be deemed a material breach of this MQ and Seller may, in addition to any other rights it may have under law, at its option, (i) terminate this MQ or (ii) place future deliveries on a C.O.D. basis. The prices set forth in this MQ were premised upon fuel prices in effect as of December 27, 2021, as reported by the U.S. Energy Information Administration ("EIA") (<https://www.eia.gov/petroleum/gasdiesel/>) ("Original Energy Price"). To reflect current energy pricing, a energy surcharge ("Energy Surcharge") shall be included on each invoice equal to the difference between (a) the energy prices reported by EIA on the fourth Monday of the calendar month preceding the invoice date ("Invoice Energy Price") and (b) the Original Energy Price, multiplied by (a) 0.2 gallons/ton for aggregate; and/or (b) 2.25 gallons/ton for asphalt. For example, if the Invoice Energy Price has increased by \$1.00/gallon over the Original Energy Price, the Energy Surcharge for aggregate will be \$0.20/ton (\$1.00 times .2) and the Energy Surcharge for asphalt will be \$2.25/ton (\$1.00 times 2.25). There will be no Energy Surcharge added to the Invoice Energy Price in a month if the Invoice Energy Price does not reflect an increase over the Original Energy Price.
4. **ACCEPTANCE:** This MQ is valid for thirty (30) days from the Bid Date unless otherwise stated in the Special Conditions of this MQ. The terms and conditions of this MQ may be accepted by the Purchaser only by one of the following alternatives performed within such thirty (30) day period: (i) Purchaser's execution and delivery to Seller of this MQ; or (ii) the Purchaser placing either a written or oral order for all or a portion of the Material quoted under this MQ or (iii) Seller's commencement of performance. This MQ can only be modified in writing when signed by Purchaser and Seller.
5. **FORCE MAJEURE:** Seller shall not be liable for failure delay in delivery by reason of any contingency or occurrence beyond Seller's reasonable control or which makes Seller's performance commercially impractical. If such contingency or occurrence prevents Seller's performance for a period of more than sixty (60) days, Purchaser shall have the right, upon seven (7) days written notice to Seller, to terminate this MQ.
6. **INTEGRATED AGREEMENT:** This MQ, together with the Credit Application (if executed by Purchaser), constitutes the entire agreement between Seller and Purchaser, and there are no understandings, agreements or representations, express or implied, either oral or written, not stated or identified in this MQ and the Credit App, if any. Any additional or different terms proposed either orally or in writing by Purchaser including those contained in Purchaser's purchase order, delivery tickets or accompanying Purchaser's performance are rejected and shall be of no force or effect unless expressly assented to in a separate writing by Seller.
7. **WARRANTY:** FOR A PERIOD NOT TO EXTEND BEYOND ONE YEAR FROM THE POINT AND TIME OF DELIVERY OF THE MATERIAL, SELLER WARRANTS THAT THE MATERIAL WILL CONFORM TO THE SPECIFICATIONS SET FORTH IN SECTION 1. NO OTHER WARRANTIES OF ANY KIND ARE MADE BY SELLER AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE. PURCHASER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, LEGAL PROCEEDINGS, DAMAGES, LIABILITIES, INTEREST, ACTUAL ATTORNEYS FEES, COSTS AND EXPENSES OF ANY KIND AS A RESULT OF PURCHASER'S USE OF THE MATERIAL.