

GRANITE CONSTRUCTION INC
Form 424B3
May 15, 2018
Table of Contents

Filed Pursuant to Rule 424(b)(3)
Registration No. 333-223611

**PROXY STATEMENT OF
LAYNE CHRISTENSEN COMPANY** **PROSPECTUS OF
GRANITE CONSTRUCTION INCORPORATED**

May 15, 2018

PROPOSED MERGER YOUR VOTE IS VERY IMPORTANT

Dear Layne Stockholders:

You are cordially invited to attend a special meeting of the stockholders of Layne Christensen Company, a Delaware corporation (Layne), which will be held at 9:00 a.m. (Central Time), on June 13, 2018 located at 1800 Hughes Landing Boulevard, Ste. 700, The Woodlands, TX 77380 (the Special Meeting).

Layne, Granite Construction Incorporated, a Delaware corporation (Granite), and Lowercase Merger Sub Incorporated (Merger Sub), a Delaware corporation and a wholly owned subsidiary of Granite, have entered into an Agreement and Plan of Merger, dated as of February 13, 2018 (the Merger Agreement), pursuant to which, among other things, Merger Sub will be merged with and into Layne, with Layne surviving the merger as a wholly owned subsidiary of Granite (the Merger). The board of directors of each of Granite and Layne has unanimously approved the Merger.

If the Merger is completed, at the effective time of the Merger (the Effective Time), each share of common stock, par value \$0.01 per share, of Layne (Layne Common Stock) that is issued and outstanding will be cancelled and automatically converted into the right to receive 0.27 shares of common stock, par value \$0.01 per share, of Granite (Granite Common Stock).

Upon completion of the Merger, former Layne stockholders will own about 5,435,720 shares, or approximately 12% of the outstanding shares, of Granite Common Stock on a fully diluted basis (excluding any shares that may subsequently be issued in connection with any conversion of the 8.0% Convertible Notes into shares of Granite Common Stock following the Merger). No fractional shares will be issued in the Merger. Layne's stockholders will receive cash in lieu of any fractional shares.

At the Special Meeting, Layne stockholders will be asked to adopt the Merger Agreement, and approve other related proposals. Information about the Special Meeting, the Merger and other related business to be considered by Layne stockholders at the Special Meeting is included in this proxy statement/prospectus. **We urge all Layne stockholders to read this proxy statement/prospectus, including the annexes, and the Layne and Granite filings incorporated by reference into this proxy statement/prospectus carefully and in their entirety. In particular, we urge you to read carefully the Risk Factors beginning on page 22.**

Your vote is very important regardless of the number of shares of Layne Common Stock that you own. The Merger cannot be completed without the adoption of the Merger Agreement by the affirmative vote of a majority of the outstanding shares of Layne Common Stock entitled to vote at the Special Meeting. Whether or not you plan to attend the Special Meeting, please vote as soon as possible by following the instructions in this proxy

statement/prospectus to make sure that your shares are represented at the Special Meeting. Your failure to vote your shares of Layne Common Stock at the Special Meeting will have the same effect as a vote against the proposal to adopt the Merger Agreement. **The Board of Directors of Layne unanimously recommends that you vote FOR the adoption of the Merger Agreement and FOR the other proposals described in this proxy statement/prospectus.**

Shares of Layne Common Stock are listed on the Nasdaq Global Select Market under the symbol LAYN. Shares of Granite Common Stock are listed on the New York Stock Exchange under the symbol GVA. We urge you to obtain current market quotations for shares of Layne Common Stock and Granite Common Stock.

We appreciate your continued support and interest in Layne.

Sincerely yours,

Michael J. Caliel

President and Chief Executive Officer

Layne Christensen Company

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the Merger or the other transactions described in this proxy statement/prospectus or the securities to be issued in connection with the Merger or determined if this proxy statement/prospectus is accurate or complete. Any representation to the contrary is a criminal offense.

This proxy statement/prospectus is dated May 15, 2018 and is expected to be first mailed to Layne stockholders on or about May 15, 2018.

Table of Contents

Layne Christensen Company
1800 Hughes Landing Blvd., Ste. 800
The Woodlands, Texas 77380

Notice of Special Meeting of Stockholders

To be Held on June 13, 2018

To the Stockholders of Layne Christensen Company:

Notice is hereby given that a special meeting of stockholders of Layne Christensen Company (Layne) will be held on June 13, 2018 at 9:00 a.m. (Central Time), located at 1800 Hughes Landing Boulevard, Ste. 700, The Woodlands, TX 77380 (the Special Meeting), for the following purposes:

1. to adopt the Agreement and Plan of Merger (the Merger Agreement), dated as of February 13, 2018, by and among Layne, Granite Construction Incorporated (Granite) and Lowercase Merger Sub Incorporated (Merger Sub), pursuant to which Merger Sub will be merged with and into Layne, with Layne surviving as a wholly owned subsidiary of Granite;
2. to approve, on a non-binding, advisory basis, the compensation payments that will or may be paid by Layne to its named executive officers in connection with the Merger (the compensation proposal); and
3. to approve any proposal to adjourn the Special Meeting, if necessary or appropriate, to solicit additional proxies if, immediately prior to such adjournment, sufficient votes to adopt the Merger Agreement have not been obtained by Layne (the adjournment proposal).

Approval of the proposal to adopt the Merger Agreement is required for completion of the Merger. Neither the compensation proposal nor the adjournment proposal is a condition to the obligations of Layne or Granite to complete the Merger.

Layne will transact no other business at the Special Meeting except for the proposals set forth above or such other business as may properly be brought before the Special Meeting or any adjournment or postponement thereof. Please refer to this proxy statement/prospectus, which also includes a copy of the Merger Agreement as Annex A, for further information with respect to the business to be transacted at the Special Meeting.

The Board of Directors of Layne has set May 11, 2018 as the record date (the Record Date) for the Special Meeting. Only Layne stockholders of record at the close of business on the Record Date may vote at the Special Meeting and any adjournments thereof. A list of Layne stockholders entitled to vote at the Special Meeting will be available for inspection at Layne s offices in The Woodlands, Texas for any purpose relevant to the Special Meeting during normal business hours for a period of ten days before the Special Meeting and at the Special Meeting. **We urge you to read carefully this proxy statement/prospectus in its entirety, including the Annexes and the documents incorporated by reference herein.**

The approval of the proposal to adopt the Merger Agreement requires the affirmative vote of the holders of a majority of the outstanding shares of Layne Common Stock entitled to vote at the Special Meeting. The compensation proposal and the adjournment proposal each require the affirmative vote of a majority of the votes cast **FOR** or **AGAINST** by the Layne stockholders present in person or represented by proxy at the Special Meeting and entitled to vote on such proposal, although the compensation proposal vote will not be binding on Layne. Abstentions will have the same effect as a vote against the proposal to adopt the Merger Agreement. Abstentions will have no effect on the adjournment proposal and compensation proposal. **The Board of**

Table of Contents

Directors of Layne has unanimously approved the Merger Agreement and the transactions contemplated thereby and recommends that you vote FOR each of these proposals.

By Order of the Board of Directors,

Steven F. Crooke

Senior Vice President Chief Administrative Officer,

General Counsel and Secretary

May 15, 2018

The Woodlands, Texas

PLEASE FOLLOW THE INSTRUCTIONS ON THE ENCLOSED PROXY CARD AND SUBMIT YOUR PROXY PROMPTLY. IF YOU HAVE QUESTIONS ABOUT THE PROPOSALS OR ABOUT SUBMITTING A PROXY FOR YOUR SHARES OF LAYNE COMMON STOCK, YOU SHOULD CONTACT ALLIANCE ADVISORS LLC, LAYNE S PROXY SOLICITOR. STOCKHOLDERS PLEASE CALL TOLL-FREE AT (833) 795-8493 (BANKS AND BROKERS PLEASE CALL COLLECT AT (973) 873-7700.

Table of Contents

ABOUT THIS PROXY STATEMENT/PROSPECTUS

Granite Construction Incorporated (Granite) has supplied all information contained in or incorporated by reference into this proxy statement/prospectus relating to Granite. Layne Christensen Company (Layne) has supplied all information contained in or incorporated by reference into this proxy statement/prospectus relating to Layne. Granite and Layne have both contributed to information relating to the Merger.

You should rely only on the information contained in or incorporated by reference into this proxy statement/prospectus. No one has been authorized to provide you with information that is different from that contained in or incorporated by reference into this proxy statement/prospectus. This proxy statement/prospectus is dated May 15, 2018, and is based on information as of that date or such other date as may be noted. You should not assume that the information contained in this proxy statement/prospectus is accurate as of any other date. You should not assume that the information contained in any document incorporated or deemed to be incorporated by reference herein is accurate as of any date other than the date of such document. Any statement contained in a document incorporated or deemed to be incorporated by reference into this proxy statement/prospectus will be deemed to be modified or superseded to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference into this proxy statement/prospectus modifies or supersedes that statement. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this proxy statement/prospectus. Neither the mailing of this proxy statement/prospectus to the stockholders of Layne nor the taking of any actions contemplated hereby by Granite or Layne at any time will create any implication to the contrary.

This proxy statement/prospectus does not constitute an offer to sell, or a solicitation of an offer to buy, any securities, or the solicitation of a proxy, in any jurisdiction in which or from any person to whom it is unlawful to make any such offer or solicitation in such jurisdiction.

Unless otherwise indicated or as the context otherwise requires, all references in this proxy statement/prospectus to:

4.25% Convertible Notes refer to the 4.25% Convertible Senior Notes due 2018 of Layne;

8.0% Convertible Notes refer to the 8.0% Senior Secured Second Lien Convertible Notes due 2019 of Layne;

adjournment proposal refer to the proposal to approve adjournments of the Special Meeting, if necessary or appropriate, to solicit additional proxies if, immediately prior to such adjournment, sufficient votes to adopt the Merger Agreement have not been obtained by Layne;

Cetus Funds refer, collectively, to Cetus Capital II, LLC, Cetus Capital III, L.P., Littlejohn Opportunities Master Fund LP, VSS Fund, L.P. and OFM II, L.P.;

Code refer to the Internal Revenue Code of 1986, as amended;

compensation proposal refer to the proposal to approve, on a non-binding advisory basis, the compensation payments that will or may be paid by Layne to its named executive officers in connection with the Merger;

Confidentiality Agreement refer to the Confidentiality Agreement, dated November 15, 2016, between Layne and Granite;

Convertible Notes refer to the (a) 4.25% Convertible Notes and (b) 8.0% Convertible Notes;

Credit Facility Amendment refer to Amendment No. 1 to Second Amended and Restated Credit Agreement, dated as of February 23, 2018, by and among Granite, Granite Construction Company, and GILC Incorporated, as borrowers, Bank of America, N.A., as Administrative Agent, and the lenders party thereto;

Deloitte refer to Deloitte & Touche LLP, the independent registered public accounting firm of Layne;

DGCL refer to the Delaware General Corporation Law;

DOJ refer to the United States Department of Justice;

(i)

Table of Contents

Effective Time refer to the filing of the certificate of merger with the Secretary of State of the State of Delaware or at such later date and time as Granite and Layne may agree upon and as is set forth in such certificate of merger;

Exchange Act refer to the Securities Exchange Act of 1934, as amended;

Exchange Ratio refer to 0.27 shares of Granite Common Stock for each share of Layne Common Stock issued and outstanding immediately prior to the Effective Time;

Executives refer to the following executive officers of Layne: Messrs. Caliel, Anderson, Crooke, Maher and Purlee;

FTC refer to the United States Federal Trade Commission;

Funds refer, collectively, to Highbridge Capital Management, LLC, as the trading manager of 1992 MSF International Ltd. and Highbridge Tactical Credit & Convertibles Master Fund, L.P.;

GAAP refer to Generally Accepted Accounting Principles in the United States of America;

Granite refer to Granite Construction Incorporated, a Delaware corporation;

Granite Board refer to the Board of Directors of Granite;

Granite Bylaws refer to the Amended Bylaws of Granite;

Granite Charter refer to the Certificate of Incorporation of Granite, as amended;

Granite Common Stock refer to the common stock, par value \$0.01 per share, of Granite;

Granite Common Stock Price refer to the volume-weighted average trading price of Granite Common Stock for the 10-trading day period ending on the third trading day immediately preceding the closing of the Merger.

Granite Forecasts refer to certain non-public financial forecasts for the years ended 2018 through 2020 provided to Layne by Granite management in connection with the Merger;

Granite Securities refer to Granite capital stock of any class or any other ownership interest in Granite or any of its subsidiaries;

Granite Tax Opinion refer to the tax opinion to be provided to Granite as provided in the Merger Agreement;

Greentech refer to Greentech Capital Advisors, LLC, financial advisor to Layne;

HSR Act refer to the U.S. Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended;

Intended Tax Treatment refer to Layne's and Granite's intention that the Merger qualify as a reorganization within the meaning of Section 368(a) of the Code;

IRS refer to the United States Internal Revenue Service;

Layne refer to Layne Christensen Company, a Delaware corporation;

Layne Board refer to the Board of Directors of Layne;

Layne Bylaws refer to the Amended and Restated Bylaws of Layne;

Layne Charter refer to the Amended and Restated Certificate of Incorporation of Layne;

Layne Common Stock refer to the common stock, par value \$0.01 per share, of Layne;

Layne Equity Award Consideration refer to (a) the Exchange Ratio multiplied by (b) the Granite Common Stock Price;

(ii)

Table of Contents

Layne Equity Plan refer to any stock option, stock incentive, stock purchase or other equity-based compensation plan, sub-plan or non-plan agreement sponsored or maintained by Layne or any of its subsidiaries or affiliates of Layne or to which any such entity is a party;

Layne PSU refer to an outstanding restricted stock unit award in respect of shares of Layne Common Stock granted by Layne and subject to performance-based vesting requirements;

Layne RSU refer to an outstanding restricted stock unit award in respect of shares of Layne Common Stock granted by Layne that is not a Layne PSU;

Layne Stock Option refer to an outstanding option to purchase shares of Layne Common Stock granted by Layne;

Layne Tax Opinion refer to the tax opinion to be provided to Layne as provided in the Merger Agreement;

Merger refer to the merger of Merger Sub with and into Layne, with Layne surviving the merger as a wholly owned subsidiary of Granite;

Merger Agreement refer to the Agreement and Plan of Merger, dated as of February 13, 2018, by and among Layne, Granite and Merger Sub, a copy of which is attached as Annex A to this proxy statement/prospectus and incorporated by reference herein;

Merger Consideration refer to the consideration payable in the Merger by Granite to Layne stockholders in respect of each share of Layne Common Stock outstanding immediately prior to the Effective Time, which consideration is based on the Exchange Ratio;

Merger Sub refer to Lowercase Merger Sub Incorporated, a Delaware corporation and a wholly owned subsidiary of Granite;

Nasdaq refer to the Nasdaq Global Select Market;

Note Purchase Agreement refer to the note purchase agreement, dated as of December 12, 2007, by and among Granite and each of the institutional investors party thereto, as noteholders;

NPA Amendment refer to the Third Amendment to the Note Purchase Agreement, dated as of April 18, 2018, by and among Granite and each of the institutional investors party thereto, as noteholders;

NYSE refer to the New York Stock Exchange;

Perella Weinberg refer to Perella Weinberg Partners L.P., financial advisor to Granite;

Pro Forma Balance Sheet refer to Granite's unaudited pro forma balance sheet;

Pro Forma Financial Statements refer to Granite's pro forma unaudited condensed combined financial statements;

Pro Forma Income Statements refer to Granite's unaudited pro forma condensed combined statements of income;

Record Date refer to May 11, 2018, the date on which holders of Layne Common Stock must be holders of record in order to receive notice of, and to vote at, the Special Meeting;

Reporting Persons refer, collectively, to Corre Opportunities Qualified Master Fund, LP, Corre Opportunities II Master Fund LP, Corre Opportunities Fund, LP, Corre Partners Advisors, LLC, Corre Partners Management, LLC, John Barrett and Eric Soderlund;

SEC refer to the United States Securities and Exchange Commission;

Securities Act refer to the Securities Act of 1933, as amended;

(iii)

Table of Contents

Senior Credit Facility refer to the Second Amended and Restated Credit Agreement, dated as of October 30, 2015 by and among Granite, Granite Construction Company, and GILC Incorporated, as borrowers, Bank of America, N.A. as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer, and the lenders party thereto;

Special Meeting refer to the meeting of Layne stockholders to be held at 9:00 a.m. (Central Time), on June 13, 2018, located at 1800 Hughes Landing Boulevard, Ste. 700, The Woodlands, TX 77380;

Surviving Corporation refer to Layne as a wholly owned subsidiary of Granite following the Merger;

Voting Stockholders refer to Wynnefield Capital Management, LLC and certain of its affiliates and all of Layne's directors and Executives;

Voting Agreements refer to the voting agreements entered into by Granite with each of the Voting Stockholders; and

Wynnefield Partners Small Cap Value Funds refer, collectively, to Wynnefield Partners Small Cap Value, L.P., Wynnefield Partners Small Cap Value, L.P. I, the Wynnefield Partners Small Cap Value Offshore Fund, Ltd., Wynnefield Capital Management, LLC, Wynnefield Capital, Inc., the Wynnefield Capital, Inc. Profit Sharing Plan, Nelson Obus and Joshua Landes.

Table of Contents

REFERENCES TO ADDITIONAL INFORMATION

This proxy statement/prospectus incorporates by reference important business and financial information about each of Granite and Layne from documents that each company has filed or will file with the SEC but that are not being included in or delivered with this proxy statement/prospectus. This information is available to you without charge upon your written or oral request. You may read and copy the documents incorporated by reference in this proxy statement/prospectus and other information about each of Granite and Layne that is filed with the SEC under the Exchange Act at the SEC's Public Reference Room at 100 F Street, N.E., Washington, DC 20549. You can also obtain such documents free of charge through the SEC's website, www.sec.gov, or by requesting them in writing or by telephone from the appropriate company at the following addresses and telephone numbers:

For information about Granite:

By Mail: Granite Construction Incorporated
585 West Beach Street
Watsonville, California 95076 Attention: Investor Relations

By Telephone: (831) 724-1011

If you would like to request any documents, please do so by June 5, 2018 in order to receive them before the Special Meeting.

For additional information on documents incorporated by reference in this proxy statement/prospectus, see *Where You Can Find More Information* beginning on page 145 of this proxy statement/prospectus. Please note that information contained on the websites of Granite or Layne is not incorporated by reference in, or considered to be part of, this proxy statement/prospectus.

For information about Layne:

By Mail: Layne Christensen Company
1800 Hughes Landing Blvd., Ste 800 The Woodlands,
Texas 77380 Attention: Investor Relations

By Telephone: (281) 475-2600

(v)

Table of Contents

TABLE OF CONTENTS

	Page
<u>QUESTIONS AND ANSWERS</u>	1
<u>SUMMARY</u>	8
<u>SUMMARY OF HISTORICAL AND PRO FORMA FINANCIAL DATA</u>	19
<u>RISK FACTORS</u>	22
<u>CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS</u>	31
<u>INFORMATION ABOUT GRANITE CONSTRUCTION INCORPORATED</u>	32
<u>INFORMATION ABOUT LAYNE CHRISTENSEN COMPANY</u>	34
<u>SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA OF GRANITE</u>	35
<u>SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA OF LAYNE</u>	37
<u>UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION</u>	39
<u>UNAUDITED COMPARATIVE PER SHARE DATA</u>	48
<u>COMPARATIVE MARKET VALUE OF COMMON STOCK AND DIVIDEND INFORMATION</u>	49
<u>THE SPECIAL MEETING</u>	51
<u>BENEFICIAL STOCK OWNERSHIP OF LAYNE DIRECTORS, EXECUTIVE OFFICERS AND CERTAIN HOLDERS OF LAYNE COMMON STOCK</u>	55
<u>PROPOSAL 1 ADOPTION OF THE MERGER AGREEMENT</u>	60
<u>PROPOSAL 2 APPROVAL, ON AN ADVISORY BASIS, OF CERTAIN COMPENSATORY ARRANGEMENTS WITH LAYNE NAMED EXECUTIVE OFFICERS</u>	61
<u>PROPOSAL 3 ADJOURNMENTS OF THE SPECIAL MEETING</u>	62
<u>THE MERGER</u>	63
<u>Background of the Merger</u>	63
<u>Effects of the Merger</u>	77
<u>Layne Board Recommendation and Its Reasons for the Merger</u>	78
<u>Opinion of Financial Advisor to Layne</u>	81
<u>Certain Information Provided by the Parties</u>	90
<u>Interests of Certain Persons in the Merger</u>	95
<u>Equity Awards Held by Layne Directors and Executive Officers</u>	95
<u>Possible Change-in-Control Compensation</u>	100
<u>Indemnification; Directors and Officers Insurance</u>	102
<u>Regulatory Approvals</u>	102
<u>NYSE Listing of Granite Common Stock; De-Listing and Deregistration of Layne Common Stock After the Merger</u>	102
<u>Exchange of Shares of Layne Common Stock</u>	103
<u>Distributions with Respect to Unexchanged Shares of Layne Common Stock</u>	103
<u>Fractional Shares</u>	103
<u>Lost, Stolen or Destroyed Certificates</u>	103
<u>No Appraisal Rights</u>	103
<u>Accounting Treatment of the Merger</u>	104
<u>Litigation Relating to the Merger</u>	104
<u>THE MERGER AGREEMENT</u>	105
<u>The Merger</u>	105
<u>Effective Time; Closing</u>	105
<u>Merger Consideration</u>	106

Table of Contents**TABLE OF CONTENTS**

	Page
(continued)	
<u>Dividends and Distributions</u>	107
<u>Conditions to the Merger</u>	107
<u>The Special Meeting</u>	109
<u>No Solicitation of Acquisition Proposals</u>	110
<u>Efforts to Consummate the Merger; Regulatory Matters</u>	114
<u>Termination</u>	115
<u>Termination Fee; Reverse Breakup Fee and Expenses</u>	117
<u>Conduct of Business Pending the Merger</u>	118
<u>Public Announcements</u>	122
<u>Access to Information; Confidentiality</u>	123
<u>Additional Agreements</u>	123
<u>Governance of the Surviving Corporation</u>	124
<u>Granite Board Following the Merger</u>	125
<u>Indemnification; Directors and Officers Insurance</u>	125
<u>Employee Benefit Matters</u>	125
<u>Representations and Warranties</u>	126
<u>Extension, Waiver and Amendment of the Merger Agreement</u>	128
<u>Securityholder Litigation</u>	128
<u>Governing Law; Jurisdiction; Waiver of Jury Trial</u>	128
<u>Specific Performance</u>	128
THE VOTING AGREEMENTS	129
DESCRIPTION OF GRANITE CAPITAL STOCK	130
MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES	131
COMPARISON OF RIGHTS OF HOLDERS OF GRANITE COMMON STOCK AND LAYNE COMMON STOCK	134
LEGAL MATTERS	142
EXPERTS	143
SUBMISSIONS OF LAYNE STOCKHOLDER PROPOSALS	144
WHERE YOU CAN FIND MORE INFORMATION	145
ANNEXES:	
<u>ANNEX A MERGER AGREEMENT</u>	A-1
<u>ANNEX B FORM OF VOTING AGREEMENT</u>	B-1
<u>ANNEX C OPINION OF GREENTECH CAPITAL ADVISORS, LLC</u>	C-1

Table of Contents

QUESTIONS AND ANSWERS

The questions and answers below highlight only selected information from this proxy statement/prospectus and are intended to briefly address some commonly asked questions about, among other things, the Special Meeting, the Merger Agreement and the Merger. The Layne Board is soliciting proxies from its stockholders to vote at the Special Meeting, to be held at 9:00 a.m. (Central Time), on June 13, 2018 located at 1800 Hughes Landing Boulevard, Ste. 700, The Woodlands, TX 77380, and any adjournment or postponement of the Special Meeting.

These questions and answers do not contain all of the information that may be important to you. You should carefully read this entire proxy statement/prospectus and the additional documents incorporated by reference into this proxy statement/prospectus to fully understand the matters to be acted upon and the voting procedures for the Special Meeting. You may obtain the information incorporated by reference into this proxy statement/prospectus without charge by following the instructions under *Where You Can Find More Information* beginning on page 145 of this proxy statement/prospectus.

Q: Why have I received this proxy statement/prospectus?

A: You are receiving this proxy statement/prospectus because you were a stockholder of record of Layne on May 11, 2018, the Record Date for the Special Meeting. On February 13, 2018, each of the Granite Board and the Layne Board unanimously approved the Merger Agreement, pursuant to which Layne will become a wholly owned subsidiary of Granite. A copy of the Merger Agreement is attached to this proxy statement/prospectus as Annex A, which Granite and Layne encourage you to review.

Your vote is important. In order to complete the Merger, Layne stockholders must vote to adopt the Merger Agreement. Adoption of the Merger Agreement requires the affirmative vote of the holders of a majority of the issued and outstanding shares of Layne Common Stock entitled to vote on this proposal.

This proxy statement/prospectus is being delivered to you as both a proxy statement of Layne and a prospectus of Granite. It is a proxy statement because the Layne Board is soliciting proxies from Layne stockholders to vote on the adoption of the Merger Agreement at the Special Meeting as well as the other matters set forth in the notice of the Special Meeting and described in this proxy statement/prospectus, and your proxy will be used at the Special Meeting or at any adjournment or postponement of the Special Meeting. It is a prospectus because Granite will issue Granite Common Stock to Layne stockholders in the Merger. On or about May 15, 2018, Layne intends to begin to deliver to its stockholders of record as of the close of business on the Record Date printed copies of these materials.

Q: What are the specific proposals on which I am being asked to vote at the Special Meeting?

A: Layne stockholders are being asked to vote on:

a proposal to adopt the Merger Agreement, pursuant to which Merger Sub will merge with and into Layne, with Layne surviving the Merger as a wholly owned subsidiary of Granite;

a proposal to approve, on a non-binding, advisory basis, the compensation payments that will or may be paid by Layne to its named executive officers in connection with the Merger, which we refer to herein as the compensation proposal; and

a proposal to approve any proposal to adjourn the Special Meeting, if necessary or appropriate, to solicit additional proxies if, immediately prior to such adjournment, sufficient votes to adopt the Merger Agreement have not been obtained by Layne, which we refer to herein as the adjournment proposal.

The adoption by Layne stockholders of the Merger Agreement is a condition to the consummation of the Merger. Neither the approval of the compensation proposal nor the approval of the Layne adjournment proposal is a condition to the Merger.

Table of Contents

Q: What will I receive for my shares of Layne Common Stock in the Merger?

A: In the Merger, each share of Layne Common Stock issued and outstanding immediately prior to the Effective Time will be cancelled and automatically converted into the right to receive 0.27 shares of Granite Common Stock. You will receive cash in lieu of any fractional share.

You will own shares of Granite Common Stock and will no longer own shares in Layne following the Merger. See *The Merger Agreement* beginning on page 105 of this proxy statement/prospectus.

Q: Where will the shares of Granite Common Stock that I receive in the Merger be traded?

A: Shares of Granite Common Stock are traded on NYSE under the symbol GVA. Granite will apply to have the new shares of Granite Common Stock issued in the Merger listed on NYSE upon consummation of the Merger.

Q: How does the Layne Board recommend that Layne stockholders vote?

A: At a meeting duly called and held on February 13, 2018, the Layne Board unanimously determined that the Merger Agreement and the Merger were in the best interests of Layne and its stockholders. The Layne Board unanimously recommends that Layne stockholders vote **FOR** the proposal to adopt the Merger Agreement, **FOR** the compensation proposal and **FOR** the adjournment proposal. See *The Merger Layne Board Recommendation and its Reasons for the Merger* beginning on page 78 of this proxy statement/prospectus.

Q: When and where is the Special Meeting?

A: The Special Meeting will be held at 9:00 a.m. (Central Time), on June 13, 2018 located at 1800 Hughes Landing Boulevard, Ste. 700, The Woodlands, TX 77380. For additional information about the Special Meeting, see *The Special Meeting* beginning on page 51 of this proxy statement/prospectus.

Q: What is a quorum for purposes of the Special Meeting?

A: A quorum of outstanding shares of Layne Common Stock is necessary to take action at the Special Meeting. Holders of a majority of the outstanding shares of Layne Common Stock entitled to vote as of the Record Date must be present, in person or by proxy, at the Special Meeting to constitute a quorum and to conduct business at the Special Meeting. Your shares are counted as present if you attend the Special Meeting in person or properly vote by telephone, over the Internet, or by submitting a properly executed proxy card by mail. The inspector of election will treat abstentions as present for purposes of determining the presence of a quorum.

Q: Who can vote at the Special Meeting?

A: Holders of record at the close of business as of the Record Date of Layne Common Stock will be entitled to notice of and to vote at the Special Meeting. Each of the shares of Layne Common Stock issued and outstanding on the Record Date is entitled to one vote at the Special Meeting with regard to each of the proposals described above.

As of May 11, 2018, the Record Date for determining stockholders of Layne entitled to vote at the Special Meeting, there were 20,059,489 shares of Layne Common Stock outstanding and entitled to vote at the Special Meeting, held by approximately 160 holders of record.

Q: How many votes do I have if I am a Layne stockholder?

A: Each share of Layne Common Stock that you own at the close of business on the Record Date will entitle you to one vote on each proposal presented at the Special Meeting.

- 2 -

Table of Contents

Q: How many votes are required to approve each proposal, and what happens if I abstain?

A: *Proposal 1 Adoption of the Merger Agreement.* Adoption of the Merger Agreement requires the affirmative vote of the holders of a majority of the shares of Layne Common Stock outstanding on the Record Date. Abstentions and failures to vote will have the same effect as a vote against the adoption of the Merger Agreement.

Proposal 2 Approval, on an Advisory Basis, of Certain Compensatory Arrangements with Layne Named Executive Officers. Approval of the compensation proposal requires the approval of a majority of the votes cast **FOR** or **AGAINST** by the Layne stockholders present in person or represented by proxy at the Special Meeting and entitled to vote thereon. Abstentions and failures to vote will have no effect on the compensation proposal.

Proposal 3 Adjournments of the Special Meeting. Approval of the adjournment proposal requires the approval of a majority of the votes cast **FOR** or **AGAINST** by the Layne stockholders present in person or represented by proxy at the Special Meeting and entitled to vote thereon. Abstentions and failures to vote will have no effect on the adjournment proposal.

The Layne Board unanimously recommends that Layne stockholders vote FOR the proposal to adopt the Merger Agreement, FOR the compensation proposal and FOR the adjournment proposal.

In connection with the execution of the Merger Agreement, certain of Layne's stockholders (including all of Layne's directors and named executive officers) entered into voting agreements with Granite, pursuant to which they agreed to vote, and granted Granite an irrevocable proxy to vote, their shares of Layne Common Stock in favor of the proposals to be considered at the Special Meeting, including the proposal to adopt the Merger Agreement. As of the Record Date, these stockholders collectively beneficially owned approximately 10.0% of the outstanding shares of Layne Common Stock entitled to vote at the Special Meeting. If the Merger Agreement is terminated in accordance with its terms, these voting agreements will also terminate. A form of the voting agreements is attached hereto as Annex B. See *The Voting Agreements* beginning on page 129 of this proxy statement/prospectus.

Q: What will happen if all of the proposals to be considered at the Special Meeting are not approved?

A: As a condition to completion of the Merger, Layne stockholders must adopt the Merger Agreement at the Special Meeting. Completion of the Merger is not conditioned or dependent upon the approval of the compensation proposal or the adjournment proposal.

Q: Why am I being asked to consider and vote upon a proposal to approve, on a non-binding, advisory basis, the compensation that may be paid or become payable to Layne's named executive officers that is based on or otherwise relates to the Merger?

A: Under SEC rules, Layne is required to seek a non-binding, advisory vote with respect to the compensation that may be paid or become payable to Layne's named executive officers that is based on or otherwise relates to the Merger.

Q: What happens if the compensation proposal is not approved?

A: Approval of the compensation proposal is not a condition to the completion of the Merger. The vote is a non-binding, advisory vote. If the Merger is completed, Layne will be obligated to pay all or a portion of this compensation to its named executive officers in connection with the Merger or certain terminations or cessations of employment following the Merger, even if Layne stockholders fail to approve the compensation proposal.

- 3 -

Table of Contents

Q: If I own Layne RSUs or Layne PSUs as of the Record Date issued pursuant to the Layne Equity Plan, will I be able to vote on the matters to be voted upon at the Special Meeting?

A: No. Layne RSUs and Layne PSUs do not carry any rights to vote at a meeting of Layne stockholders.

Q: If I am a Layne stockholder and my shares of Layne Common Stock are held in street name by a broker, bank or other nominee, how do I vote my shares?

A: If your shares are held in an account at a brokerage firm, bank or other nominee, then you are the beneficial owner of shares held in street name and this proxy statement/prospectus is being sent to you by that organization. The organization holding your account is considered to be the stockholder of record for purposes of voting at the Special Meeting. As a beneficial owner, you have the right to direct your broker or other agent regarding how to vote the shares in your account by following the instructions that the broker, bank or other nominee provides you along with this proxy statement/prospectus. Your nominee or intermediary will vote your shares only if you provide instructions on how to vote by properly completing the voting instruction form sent to you by your nominee or intermediary with this proxy statement/prospectus.

Q: Who can attend the Special Meeting?

A: Stockholders of record, or their duly authorized proxies, may attend the Special Meeting. To gain admittance, you must present valid picture identification, such as a driver's license or passport. If you hold shares in street name (through a broker, bank or other nominee) and wish to attend the Special Meeting, you will also need to bring a copy of a brokerage statement (in a name matching your photo identification) reflecting your stock ownership as of the Record Date. If you are a representative of a corporate or institutional stockholder, you must present valid photo identification along with proof that you are a representative of such stockholder.

Please note that use of cameras, recording devices and other electronic devices will not be permitted at the Special Meeting.

Regardless of whether you intend to attend the Special Meeting, you are encouraged to vote your shares of Layne Common Stock as promptly as possible. Voting your shares will not impact your ability to attend the Special Meeting.

Q: How do I vote my shares?

A: If you are a Layne stockholder of record, you may vote by mail, by telephone, over the Internet or in person at the Special Meeting. Votes submitted by mail, by telephone or over the Internet must be received by 11:59 p.m., Eastern Time, on June 12, 2018.

Voting by Telephone or over the Internet. To vote by telephone or over the Internet, please follow the instructions included on your proxy card. If you vote by telephone or over the Internet, you do not need to complete and mail a proxy card.

Voting by Mail. By signing the proxy card and returning it in the enclosed prepaid and addressed envelope, you are authorizing the individuals named on the proxy card to vote your shares at the Special Meeting in the manner you indicate. If you receive more than one proxy card, it is an indication that your shares are held in multiple accounts. Please sign and return all proxy cards to ensure that all of your shares are voted.

We encourage you to vote by telephone, over the Internet or to sign and return the proxy card even if you plan to attend the Special Meeting so that your shares will be voted if you are unable to attend the Special Meeting.

Voting in Person at the Meeting. If your shares are registered directly in your name, you are considered the stockholder of record and you have the right to vote in person at the Special Meeting. If you attend the Special Meeting and plan to vote in person, we will provide you with a ballot at the Special Meeting.

Table of Contents

Q: Can I change my vote after I have delivered my proxy?

A: Yes. You can change your vote at any time before your proxy is voted at the Special Meeting. If you are a Layne stockholder of record, you may revoke your proxy at any time before it is voted at the Special Meeting. To revoke your proxy, you must:

enter a new vote by telephone or over the Internet by 11:59 p.m., Eastern Time, on June 12, 2018;

sign and return another proxy card, which must be received by 11:59 p.m., Eastern Time, on June 12, 2018;

provide written notice of the revocation to Layne's Secretary at: Layne Christensen Company, Attention: Senior Vice President, Chief Administrative Officer and General Counsel, 1800 Hughes Landing Blvd., Ste. 800, The Woodlands, Texas 77380, which must be received by 11:59 p.m., Eastern Time, on June 12, 2018; or

attend the Special Meeting and vote in person.

If you are the beneficial owner of shares held in street name by a brokerage firm, bank or other nominee, you should follow the instructions of your bank, broker or other nominee regarding the revocation of proxies.

Q: What if I receive more than one proxy card?

A: If you receive more than one proxy card, your shares of Layne Common Stock are registered in more than one name or are registered in different accounts. Please complete, date, sign and return each appropriate proxy card to ensure that all your shares are voted.

Q: How will Layne's outstanding convertible notes be treated in the Merger?

A: Layne currently has outstanding 4.25% Convertible Notes and 8.0% Convertible Notes. Both the 4.25% Convertible Notes and the 8.0% Convertible Notes will remain outstanding following completion of the Merger. However, following completion of the Merger, the 8.0% Convertible Notes will no longer be convertible into shares of Layne Common Stock but instead will become convertible into a number of shares of Granite Common Stock based on the Exchange Ratio. Under the indenture that governs the 4.25% Convertible Notes, Layne has the option to settle the conversion of any 4.25% Convertible Notes in cash, shares of Layne Common Stock or a combination of both. Pursuant to the Merger Agreement, Layne has agreed to settle the 4.25% Convertible Notes only in cash. The amount of cash to be paid upon conversion of each \$1,000 principal amount of 4.25% Convertible Notes will equal the value, as of the conversion date, of a number of shares of Granite Common Stock equal to (a) the current conversion rate of the 4.25% Convertible Notes, which is 43.6072, multiplied by

(b) the Exchange Ratio. Assuming the value of one share of Granite Common Stock on the date of conversion is equal to \$57.29, the closing price of shares of Granite Common Stock on NYSE on the last practicable trading day before the date of this proxy statement/prospectus, then each \$1,000 of 4.25% Convertible Notes would be convertible into \$674.50.

Q: Are Granite stockholders voting on the Merger?

A: No. No vote of Granite stockholders is required to complete the Merger.

Q: Should I send in my stock certificates (or evidence of shares in book-entry form) with my proxy card?

A: No. Please do **NOT** send your Layne stock certificates (or evidence of shares in book-entry form) with your proxy card. After the Merger is consummated, you will receive written instructions for exchanging your shares of Layne Common Stock for the Merger Consideration.

- 5 -

Table of Contents

Q: When is the Merger expected to be completed?

A: Granite and Layne are working toward completing the Merger as expeditiously as possible and currently expect the Merger to be completed promptly following the Special Meeting. However, Granite and Layne cannot be certain when, or if, the conditions to the Merger will be satisfied or waived, or that the Merger will be completed. As more fully described in this proxy statement/prospectus and in the Merger Agreement, the completion of the Merger depends on a number of conditions being satisfied or, where legally permissible, waived. These conditions include, among others, (a) the adoption of the Merger Agreement by the holders of a majority of Layne Common Stock entitled to vote on such matter, (b) the expiration or termination of the applicable waiting period under the HSR Act, (c) the effectiveness of the registration statement (of which this proxy statement/prospectus is a part) relating to the issuance of the shares of Granite Common Stock to be issued in the Merger, (d) the approval for listing by NYSE, subject to notice of issuance, of the shares of Granite Common Stock to be issued in the Merger and (e) the absence of any law or regulation that prohibits the completion of the Merger. Each party's obligation to complete the Merger is also subject to the material accuracy of the representations and warranties of the other party in the Merger Agreement and the compliance in all material respects with covenants of the other party in the Merger Agreement and (e) the absence of a material adverse effect (as described in *The Merger Agreement Conditions to the Merger* beginning on page 107 of this proxy statement/prospectus) on the other party. The Merger Agreement does not include a financing condition.

Q: Are there risks associated with the Merger that I should consider in deciding how to vote?

A: Yes. There are a number of risks related to the Merger and the other transactions contemplated by the Merger Agreement that are discussed in this proxy statement/prospectus and in the documents incorporated by reference or referred to in this proxy statement/prospectus. Please read with particular care the detailed description of the risks described in *Risk Factors* beginning on page 22 of this proxy statement/prospectus and in Layne's and Granite's respective filings with the SEC referred to in *Where You Can Find More Information* beginning on page 145 of this proxy statement/prospectus.

Q: What are the U.S. federal income tax consequences of the Merger to U.S. holders of Layne Common Stock?

A: Layne and Granite intend that, for U.S. federal income tax purposes, the Merger will qualify as a reorganization within the meaning of Section 368(a) of the Code. The obligations of Layne and Granite to complete the Merger are subject to, among other conditions described in this proxy statement/prospectus, the receipt by Layne of the Layne Tax Opinion and by Granite of the Granite Tax Opinion, each to the effect that the Merger will qualify as a reorganization within the meaning of Section 368(a) of the Code. However, neither Layne nor Granite intends to request a ruling from the IRS regarding the U.S. federal income tax consequences of the Merger. Accordingly, no assurance can be given that the IRS will not challenge the conclusion that the Merger qualifies for the Intended Tax Treatment or that a court would not sustain such a challenge.

Assuming the Merger qualifies for the Intended Tax Treatment, U.S. Holders (as defined in *Material U.S. Federal Income Tax Consequences* beginning on page 131 of this proxy statement/prospectus) will not recognize any gain or loss upon the receipt of shares of Granite Common Stock in the Merger, except with respect to cash received in lieu of

fractional shares of Granite Common Stock.

Each U.S. holder of Layne Common Stock should read the discussion under **Material U.S. Federal Income Tax Consequences** and should consult its own tax advisor for a full understanding of the tax consequences of the Merger to such stockholder.

- 6 -

Table of Contents

Q: What do I need to do now?

A: After carefully reading and considering the information contained in this proxy statement/prospectus, please respond by completing, signing and dating the appropriate proxy card or voting instruction card and returning it in the enclosed postage-paid envelope, or by submitting your voting instruction electronically via the Internet or by telephone, as soon as possible so that your shares of Layne Common Stock may be represented and voted at the Special Meeting. In addition, you may also vote your shares in person at the Special Meeting. If you hold shares registered in the name of a broker, bank or other nominee, that broker, bank or other nominee has enclosed, or will provide, instructions for directing your broker, bank or other nominee how to vote those shares.

Q: Who can help answer my questions?

A: If you are a Layne stockholder and have any questions about the Merger or how to submit your proxy or if you need additional copies of this proxy statement/prospectus or the enclosed proxy card, you should contact the firm assisting Layne with the solicitation:

Alliance Advisors LLC

200 Broadacres Drive, 3rd Floor

Bloomfield, New Jersey 07003

Stockholders May Call Toll-Free: (833) 795-8493

Banks and Brokers May Call Collect: (973) 873-7700

Table of Contents

SUMMARY

*This summary highlights selected information described in more detail elsewhere in this proxy statement/prospectus and the documents incorporated herein by reference and may not contain all of the information that is important to you. To understand the Merger and the other matters to be voted on by Layne stockholders at the Special Meeting more fully, and to obtain a more complete description of the terms of the Merger Agreement, you should carefully read this entire proxy statement/prospectus, including the Annexes, and the documents to which Granite and Layne refer you. You may obtain the information incorporated by reference into this proxy statement/prospectus without charge by following the instructions in *Where You Can Find More Information* beginning on page 145 of this proxy statement/prospectus. Granite and Layne have included page references parenthetically to direct you to a more complete description of the topics presented in this summary.*

The Companies (see pages 32, 33 and 34)

Layne Christensen Company

Layne is a leading global water management and services company, with more than 130 years of industry experience, providing responsible, sustainable, integrated solutions to address the world's water, minerals and infrastructure challenges. Layne's customers include government agencies, investor-owned utilities, industrial companies, global mining companies, engineering and consulting firms, oil and gas companies, power companies and agribusiness.

For its customers, Layne manages water throughout its lifecycle, including supply, treatment, delivery, maintenance and rehabilitation. Throughout each phase, Layne works to ensure compliance with complex state and federal regulations, and to meet increasingly high demand for quality, reliability and efficiency. Layne's mineral services teams extract representative samples that accurately reflect the underlying mineral deposits for Layne's global mining customers. Layne operates its business in three segments: Water Resources, Inliner and Mineral Services.

Layne operates on a geographically dispersed basis with approximately 52 sales and operations offices located throughout North America, Brazil and through affiliates in Latin America.

Shares of Layne Common Stock are traded on Nasdaq under the symbol LAYN.

Layne's current contact information is as follows:

Layne Christensen Company

1800 Hughes Landing Boulevard, Ste 800

The Woodlands, Texas

Telephone: (281) 475-2600

Granite Construction Incorporated

Granite delivers infrastructure solutions for public and private clients primarily in the United States. Granite is one of the largest diversified heavy civil contractors and construction materials producers in the United States. Granite operates nationwide, serving both public and private sector clients. Within the public sector, Granite primarily concentrates on heavy-civil infrastructure projects, including the construction of streets, roads, highways, mass transit

facilities, airport infrastructure, bridges, trenchless and underground utilities, power-related facilities, water-related facilities, utilities, tunnels, dams and other infrastructure-related projects. Within

Table of Contents

the private sector, Granite performs site preparation and infrastructure services for residential development, energy development, commercial and industrial sites, and other facilities, as well as provides construction management professional services. Granite's business is organized into three reportable business segments: Construction, Large Project Construction and Construction Materials.

The four primary economic drivers of Granite's business are: (a) the overall health of the U.S. economy; (b) federal, state and local public funding levels; (c) population growth resulting in public and private development; and (d) the need to replace or repair aging infrastructure.

Shares of Granite Common Stock are traded on NYSE under the symbol GVA.

Granite's current contact information is as follows:

Granite Construction Incorporated

585 West Beach Street

Watsonville, California 95076

Telephone: (831) 724-1011

Lowercase Merger Sub Incorporated

Merger Sub, a Delaware corporation and a wholly owned subsidiary of Granite was organized solely for the purpose of entering into the Merger Agreement and completing the Merger and other transactions contemplated by the Merger Agreement. Merger Sub has not conducted any business operations other than in connection with the transactions contemplated by the Merger Agreement. Upon consummation of the Merger, Merger Sub will cease to exist, with Layne surviving the Merger as a wholly owned subsidiary of Granite under the name Layne Christensen Company.

Merger Sub's current contact information is as follows:

Lowercase Merger Sub Incorporated

585 West Beach Street

Watsonville, California 95076

Telephone: (831) 724-1011

The Merger (see page 63)

The Granite Board and the Layne Board have each unanimously approved the Merger Agreement, pursuant to which Merger Sub, a wholly owned subsidiary of Granite, will merge with and into Layne, with Layne surviving the Merger. As a result of the Merger, Layne will become a wholly owned subsidiary of Granite. Upon completion of the Merger, Layne stockholders will own approximately 12% of the outstanding shares of Granite Common Stock on a fully diluted basis (excluding any shares that may subsequently be issued in connection with any conversion of the 8.0% Convertible Notes into shares of Granite Common Stock following the Merger).

At the Special Meeting to be held at 9:00 a.m. (Central Time), on June 13, 2018 located at 1800 Hughes Landing Boulevard, Ste. 700, The Woodlands, TX 77380, you will be asked to consider and vote upon a proposal to adopt the Merger Agreement.

Layne stockholders are receiving this proxy statement/prospectus in connection with Layne's solicitation of proxies for the Special Meeting.

The Merger Agreement (see page 105)

A copy of the Merger Agreement is attached as Annex A to this proxy statement/prospectus. Granite and Layne encourage you to read the entire Merger Agreement carefully because it is the principal document governing the Merger.

Table of Contents

The Voting Agreements (see page 129)

In connection with the execution of the Merger Agreement, the Voting Stockholders entered into the Voting Agreements with Granite. Pursuant to the Voting Agreements, the Voting Stockholders agreed to vote, and granted Granite an irrevocable proxy to vote, their shares of Layne Common Stock in favor of the adoption of the Merger Agreement and against, among other things, any alternative acquisition proposal. The Voting Agreements provide that the Voting Stockholders will not sell their shares of Layne Common Stock prior to the consummation of the Merger (or earlier termination of the Merger Agreement).

As of the Record Date, the Voting Stockholders, collectively, beneficially owned approximately 10.0% of the outstanding shares of Layne Common Stock entitled to vote at the Special Meeting. If the Merger Agreement is terminated in accordance with its terms, these Voting Agreements will also terminate.

Merger Consideration and Value (see page 106)

At the Effective Time, each share of Layne Common Stock then issued and outstanding (other than shares (a) held in treasury of Layne or (b) directly or indirectly owned by Granite, Merger Sub or a wholly owned subsidiary of Layne) will be cancelled and converted into 0.27 validly issued, fully paid and non-assessable shares of Granite Common Stock. No fractional shares of Granite Common Stock will be issued in the Merger and Layne's stockholders will receive cash in lieu of any fractional share. Granite expects that it will issue approximately 5.4 million shares of Granite Common Stock in the Merger, excluding any shares that may subsequently be issued in connection with conversion of Layne's outstanding 8.0% Convertible Notes.

Based on the closing price of shares of Granite Common Stock on NYSE on the last practicable trading day before the date of this proxy statement/prospectus, the Merger Consideration represented \$15.47 in value for each share of Layne Common Stock.

The Layne Board's Reasons for the Merger (see page 78)

At a meeting duly called and held on February 13, 2018, the Layne Board unanimously determined that the Merger Agreement and the Merger were in the best interests of Layne and its stockholders. The Layne Board unanimously recommends that Layne stockholders vote FOR the proposal to adopt the Merger Agreement, FOR the compensation proposal and FOR the adjournment proposal. In the course of reaching its decision to approve the Merger Agreement, the Layne Board considered a number of factors in its deliberations. Those factors are described in *The Merger Layne Board Recommendation and its Reasons for the Merger* beginning on page 78 of this proxy statement/prospectus.

Opinion of Financial Advisor to Layne (see page 81)

On February 13, 2018, at a meeting of the Layne Board held to evaluate the Merger, Greentech delivered to the Layne Board an oral opinion, which was confirmed by delivery of a written opinion dated February 13, 2018, to the effect that, as of the date of the opinion and subject to the various assumptions made, procedures followed, factors considered, and limitations of the review undertaken, qualifications contained and other matters set forth therein, the Exchange Ratio of 0.27 was fair, from a financial point of view, to the holders of Layne Common Stock (excluding shares owned by Layne as treasury stock, or shares that are owned directly or indirectly by Granite, Merger Sub or any wholly-owned subsidiary of Layne, Granite or Merger Sub).

The full text of Greentech's written opinion to the Layne Board, which describes, among other things, the assumptions made, procedures followed, factors considered and limitations on the review undertaken, qualifications contained and

other matters set forth therein, is attached to this proxy statement/prospectus as

Table of Contents

Annex C and is incorporated by reference herein in its entirety. The following summary of Greentech's opinion is qualified in its entirety by reference to the full text of the opinion. Greentech delivered its opinion to the Layne Board for the benefit and use of the Layne Board (in its capacity as such) in connection with and for purposes of its evaluation of the Merger. Greentech's opinion does not address any other aspect of the Merger other than the fairness of the Exchange Ratio, from a financial point of view, to the holders of Layne Common Stock (excluding shares owned by Layne as treasury stock, or shares that are owned directly or indirectly by Granite, Merger Sub or any wholly-owned subsidiary of Layne, Granite or Merger Sub), and no opinion or view was expressed as to the relative merits of the Merger in comparison to other strategies or transactions that might be available to Layne or in which Layne might engage or as to the underlying business decision of Layne to proceed with or effect the Merger. Greentech's opinion does not constitute a recommendation to the Layne Board as to how the Layne Board should vote on the Merger or to any stockholder of Layne as to how any such stockholder should vote at any stockholders' meeting at which the Merger is considered, or whether or not any stockholder of Layne should enter into a voting, shareholders', or affiliates' agreement with respect to the Merger or exercise any dissenter's or appraisal rights that may be applicable to such stockholder.

Treatment of Layne Stock Options, Layne RSUs and Layne PSUs (see page 77)

Layne Stock Options

Each Layne Stock Option that is outstanding immediately prior to the Effective Time (whether vested or unvested) shall, immediately prior to the Effective Time, automatically and without any action on the part of any holder of any Layne Stock Option be cancelled and, in exchange therefor, converted into the right to receive an amount of cash, if any, equal to the product of (a) the number of shares of Layne Common Stock issuable upon the exercise of the Layne Stock Option, multiplied by (b) the excess, if any, of (1) the Layne Equity Award Consideration, over (2) the exercise price of the Layne Stock Option. Such cash amount, net of applicable withholding tax, will be paid to the holder as soon as practicable following the Effective Time.

Layne RSUs

Each Layne RSU that is outstanding immediately prior to the Effective Time (whether vested or unvested) shall automatically and without any action on the part of any holder of any Layne RSU, be cancelled and, in exchange therefor, converted into the right to receive an amount of cash (without interest) equal to the product of (a) the number of shares of Layne Common Stock in respect of the Layne RSU, multiplied by (b) the Layne Equity Award Consideration. Such cash amount, net of applicable withholding tax, will be paid to the holder at the earliest time permitted under the terms of the award such that it does not result in tax penalties.

Layne PSUs

Each Layne PSU that is outstanding and unvested immediately prior to the Effective Time shall, immediately prior to the Effective Time, vest, and the underlying number of shares of Layne Common Stock earned be determined based on the maximum level of achievement of the applicable performance goals.

All Layne PSUs that are vested immediately prior to the Effective Time (including the Layne PSUs that vest pursuant to the terms of the Merger Agreement) shall automatically and without any action on the part of any holder of any Layne PSU, be cancelled and, in exchange therefor, converted into the right to receive an amount of cash (without interest) equal to the product of (a) the number of shares of Layne Common Stock earned in respect of the Layne PSU, multiplied by (b) the Layne Equity Award Consideration. Such cash amount, net of applicable withholding tax, will be paid to the holder as soon as practicable following the Effective Time, such that it does not result in tax

penalties.

- 11 -

Table of Contents

Interests of Layne Directors and Executive Officers in the Merger (see page 95)

You should be aware that the directors and executive officers of Layne will have interests in the Merger that may be different from or in addition to those of Layne's stockholders generally. These interests include, but are not limited to, the treatment in the Merger of Layne's equity compensation awards (including the acceleration of Layne Stock Options, Layne RSUs and Layne PSUs), severance agreements and other rights that may be held by Layne's directors and executive officers, and the indemnification of current and former Layne directors and officers by the Surviving Corporation. The Layne Board was aware of and considered these interests, among other matters, in reaching its decision to approve the Merger Agreement and recommend that Layne's stockholders adopt the Merger Agreement.

Conditions to the Merger (see page 107)

Granite and Layne currently expect to complete the Merger promptly following the Special Meeting, subject to receipt of required stockholder and regulatory approvals and the satisfaction or waiver of the other conditions to the Merger. As more fully described in this proxy statement/prospectus and in the Merger Agreement, each party's obligation to complete the Merger depends on a number of conditions being satisfied or waived, including the following:

the Merger Agreement must have been adopted by the affirmative vote of the holders of a majority of the issued and outstanding shares of Layne Common Stock;

the waiting period (and any extension thereof) applicable to the Merger under the HSR Act must have expired or termination thereof must have been granted;

no temporary restraining order, preliminary or permanent injunction or other order issued by any governmental authority or court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Merger may be in effect; nor may there be any statute, rule, regulation or order enacted, entered, or enforced that prevents or prohibits the consummation of the Merger;

the registration statement of which this proxy statement/prospectus forms a part must have been declared effective by the SEC and must not be the subject of any stop order, and no proceedings for such purposes may be pending before or threatened by the SEC; and

the shares of Granite Common Stock to be issued to the holders of shares of Layne Common Stock in the Merger must have been approved for listing on NYSE, subject to official notice of issuance.

The obligation of Granite and Merger Sub to complete the Merger is subject to the following additional conditions:

the accuracy of the representations and warranties of Layne, subject to certain materiality standards (as described under *The Merger Agreement Conditions to the Merger* beginning on page 107 of this proxy statement/prospectus);

performance by Layne in all material respects of its obligations under the Merger Agreement;

the absence of a Layne material adverse effect (as described under *The Merger Agreement Conditions to the Merger* beginning on page 107 of this proxy statement/prospectus);

the receipt of an officer's certificate certifying that the foregoing conditions have been satisfied; and

the receipt of an opinion from Jones Day, or if Jones Day is unable or unwilling to deliver this opinion, from Latham & Watkins LLP, dated as of the closing, to the effect that the Merger will qualify for U.S. federal income tax purposes as a reorganization within the meaning of Section 368(a) of the Code.

Table of Contents

The obligation of Layne to complete the Merger is subject to the following additional conditions:

the accuracy of the representations and warranties of Granite and Merger Sub, subject to certain materiality standards (as described under *The Merger Agreement Conditions to the Merger* beginning on page 107 of this proxy statement/prospectus);

performance by Granite and Merger Sub in all material respects of its obligations under the Merger Agreement;

the absence of a Granite material adverse effect (as described under *The Merger Agreement Conditions to the Merger* beginning on page 107 of this proxy statement/prospectus);

the receipt of an officer's certificate certifying that the foregoing conditions have been satisfied; and

the receipt of an opinion from Latham & Watkins, or if Latham & Watkins is unable or unwilling to deliver this opinion, from Jones Day, dated as of the closing, to the effect that the Merger will qualify for U.S. federal income tax purposes as a reorganization within the meaning of Section 368(a) of the Code.

Granite Board Following the Merger (see page 125)

Pursuant to the Merger Agreement, Granite will expand the size of the Granite Board and designate one non-employee director of Layne who is a director prior to the Effective Time to fill such vacancy. That designee will serve until Granite's 2019 annual meeting of stockholders or such person's earlier death, retirement, resignation or removal by Granite's stockholders.

Regulatory Approvals Required to Complete the Merger (see page 102)

Granite and Layne have agreed to cooperate and use reasonable best efforts to obtain all regulatory approvals required to complete the transactions contemplated by the Merger Agreement. For an acquisition transaction meeting certain size thresholds, such as the Merger, the HSR Act requires the parties to file notification and report forms with the Antitrust Division of the DOJ and the FTC and to observe specified waiting period requirements before completing the Merger. Granite and Layne filed the required notifications with the Antitrust Division of the DOJ and the FTC. On March 12, 2018, the FTC granted early termination of the waiting period under the HSR Act.

Termination of the Merger Agreement (see page 115)

Granite and Layne may terminate the Merger Agreement at any time before the Effective Time under the following circumstances:

by mutual written consent of Granite and Layne at any time prior to the Effective Time whether before or after Layne's stockholders have adopted the Merger Agreement;

if the Merger is not consummated on or before September 30, 2018; provided, however, that this right to terminate the Merger Agreement will not be available to any party whose failure to fulfill any obligation under the Merger Agreement caused the failure of the Effective Time to occur on or before September 30, 2018;

if any governmental authority shall have (a) enacted, issued, promulgated or enforced any law that makes consummation of the Merger illegal or otherwise prohibited or (b) enacted, issued, promulgated, enforced or entered any order which has the effect of making the consummation of the Merger illegal or otherwise preventing or prohibiting consummation of the Merger; or

if the Special Meeting (including any adjournment or postponement thereof) has concluded, Layne's stockholders have voted and approval was not obtained; provided, however, that the right to terminate

Table of Contents

the Merger Agreement shall not be available to Layne if it has not materially complied with certain of the covenants relating to the conduct of its business and the proxy statement and the holding of the Special Meeting.

In addition, Layne may terminate the Merger Agreement at any time prior to the Effective Time under the following circumstances:

if there should have occurred any effects, events, occurrences, developments, state of facts or changes that, individually or in the aggregate, have had or would reasonably be expected to have, individually or in the aggregate, a Granite material adverse effect (as described in *The Merger Agreement Conditions to the Merger* beginning on page 107 of this proxy statement/prospectus), or Granite has breached any representation, warranty, covenant or agreement contained in the Merger Agreement, or if any representation or warranty of Granite has become untrue, in each case, such that the conditions to closing relating to the accuracy of Granite's representations and warranties or the performance by Granite of its obligations under the Merger Agreement could not be satisfied as of the earlier of September 30, 2018 or the date that is 30 days following written notice thereof; provided, however, Layne may not terminate the Merger Agreement if Layne is then in material breach of any representation, warranty or covenant of Layne; or

prior to adoption of the Merger Agreement by Layne's stockholders, in order to enter into a definitive written agreement providing for a superior proposal in compliance with the non-solicitation provisions of the Merger Agreement.

In addition, Granite may terminate the Merger Agreement at any time prior to the Effective Time under the following circumstances:

if there should have occurred any effects, events, occurrences, developments, state of facts or changes that, individually or in the aggregate, have had or would reasonably be expected to have, individually or in the aggregate, a Layne material adverse effect (as described in *The Merger Agreement Conditions to the Merger* beginning on page 107 of this proxy statement/prospectus), or Layne has breached any representation, warranty, covenant or agreement contained in the Merger Agreement, or if any representation or warranty of Layne has become untrue, in each case, such that the conditions to closing relating to the accuracy of Layne's representations and warranties or the performance by Layne of its obligations under the Merger Agreement could not be satisfied as of the earlier of September 30, 2018 or the date that is 30 days following written notice thereof; provided, however, neither Granite nor Merger Sub may terminate the Merger Agreement if Granite or Merger Sub is then in material breach of any representation, warranty or covenant of Granite or Merger Sub, as applicable;

if Layne (a) withdraws, modifies or qualifies in a manner adverse to Granite or Merger Sub the Layne Board's recommendation of the Merger or the approval or declaration of advisability by the Layne Board of the Merger Agreement and the transactions contemplated thereby (including the Merger) or (b) approve or recommend, or resolve to or publicly propose to approve or recommend, any acquisition proposal;

the Layne Board or any committee thereof (a) has not rejected any acquisition proposal within seven days of the making thereof (including, for these purposes, by taking no position with respect to the acceptance by Layne's stockholders of a tender offer or exchange offer, which shall constitute a failure to reject such acquisition proposal) or (b) has failed, pursuant to Rule 14e-2 promulgated under the Exchange Act or otherwise, to publicly reconfirm the Layne Board's recommendation of the Merger within four days after receipt of a written request from Granite that it do so if such request is made following the making by any person of an acquisition proposal; or

Layne has violated or breached in any material respect any of its obligations in the no solicitation provisions of the Merger Agreement described under *No Solicitation of Acquisition Proposals*.

Table of Contents

In some cases, termination of the Merger Agreement may require Layne to pay a termination fee to Granite as described below.

No Solicitation of Acquisition Proposals (see page 110)

The Merger Agreement contains detailed provisions prohibiting Layne from seeking an alternative transaction to the Merger. Under these no solicitation provisions, Layne has agreed that, from the time of the execution and delivery of the Merger Agreement until the earlier of the Effective Time or the termination of the Merger Agreement in accordance with its terms, Layne will not, and will cause its subsidiaries and its directors, officers, employees, financial advisors, attorneys, accountants or other advisors, agents or representatives to not:

solicit, initiate, cause or knowingly facilitate or encourage (including by way of furnishing information) the submission of any inquiries, proposals or offers or any other efforts or attempts that constitute or may reasonably be expected to lead to any acquisition proposal (as described under *The Merger Agreement No Solicitation of Acquisition Proposals* beginning on page 110 of this proxy statement/prospectus);

engage in any discussions or negotiations or otherwise cooperate with or assist or participate in, or knowingly facilitate or encourage, any inquiries, proposals, discussions or negotiations of any acquisition proposal or resolve to or publicly propose to take any of the above actions;

approve or recommend, or resolve to or publicly propose to approve or recommend, any acquisition proposal;

enter into any Merger Agreement, agreement-in-principle, letter of intent, share purchase agreement, asset purchase agreement, share exchange agreement, option agreement or other similar agreement relating to an acquisition proposal or enter into any letter of intent, agreement or agreement-in-principle requiring Layne (whether or not subject to conditions) to abandon, terminate or fail to consummate the Merger;

withdraw, modify or qualify in a manner adverse to Granite or Merger Sub the Layne Board's recommendation regarding the Merger Agreement, or the approval or declaration of advisability by the Layne Board of the Merger Agreement, as well as the Merger and the other transactions contemplated in connection with the Merger; or

approve or recommend, or resolve to or publicly propose to approve or recommend, any acquisition proposal.

Notwithstanding these restrictions, the Merger Agreement also provides that if, at any time after execution of the Merger Agreement, Layne receives a bona fide acquisition proposal which did not result from a breach of the non-solicitation provisions of the Merger Agreement, Layne is permitted to contact the person or group of persons who made the acquisition proposal to clarify terms for the sole purpose of the Layne Board informing itself about such acquisition proposal. In the event that the Layne Board determines in good faith, after consultation with its financial advisor(s) and outside legal counsel, that such acquisition proposal constitutes or is reasonably likely to lead to a

superior proposal (as described under *The Merger Agreement No Solicitation of Acquisition Proposals* beginning on page 110 of this proxy statement/prospectus) and that failure to take such action would be inconsistent with the directors' fiduciary duties under applicable law, then Layne is also permitted to:

furnish confidential information with respect to Layne and its subsidiaries to the person making such acquisition proposal; and

participate in discussions or negotiations with the person making such acquisition proposal regarding such acquisition proposal.

Table of Contents

Layne has also agreed in the Merger Agreement that it will promptly (and in any event within 24 hours) notify Granite, orally and in writing, if Layne, its subsidiaries or any of their respective representatives receives any (a) acquisition proposal or indication by any person that it is considering making an acquisition proposal, (b) request for non-public information in contemplation of an acquisition proposal, or (c) inquiry or request for discussions or negotiations regarding any acquisition proposal. Such notice must include the identity of the person making the proposal, offer, request or inquiry and the other material terms and conditions of any such proposal or offer and copies of all relevant documents relating thereto. In addition, Layne has agreed to keep Granite reasonably informed on a current basis (and in any event no later than 24 hours after the occurrence of any material changes, developments, discussions or negotiations) as to the status of any acquisition proposal, indication, inquiry or request (including the material terms and conditions thereof and of any material modification thereto), and any developments, discussions and negotiations, including furnishing copies of any written inquiries, correspondence and draft documentation, and written summaries of any oral inquiries or discussions.

In addition, the Layne Board may, at any time after the date of the Merger Agreement and prior to the adoption of the Merger Agreement by Layne's stockholders, in response to a superior proposal that did not result from a breach of the non-solicitation provisions of the Merger Agreement, effect an adverse recommendation change (as described in *The Merger Agreement Conditions to the Merger* beginning on page 107 of this proxy statement/prospectus) and/or terminate the Merger Agreement to accept the superior proposal (after paying the termination fee as described below) if the Layne Board determines in good faith, after consultation with its financial advisor(s) and outside legal counsel, that failing to take any such action would be inconsistent with the directors' fiduciary duties under applicable law, and if certain other conditions which are described elsewhere in the Merger Agreement and in this proxy statement/prospectus are satisfied. In such an event, Layne may be required to pay Granite a termination fee of \$16.0 million.

Further, the Layne Board may, at any time after the date of the Merger Agreement and prior to the adoption of the Merger Agreement by Layne's stockholders, in response to an intervening event (as described in *The Merger Agreement No Solicitation of Alternative Proposals* beginning on page 110 of this proxy statement/prospectus) that did not result from a breach of the non-solicitation provisions of the Merger Agreement, effect an adverse recommendation if the Layne Board determines in good faith, after consultation with outside counsel, that in light of the existence of such intervening event, the failure to make an adverse recommendation change would be inconsistent with the directors' fiduciary duties under applicable law.

Expenses, Termination Fee Relating to the Merger (see page 117)

Generally, all fees and expenses incurred in connection with the Merger Agreement will be paid by the party incurring those fees and expenses. Following termination of the Merger Agreement under specified circumstances, Layne may be required to pay Granite a termination fee of \$16.0 million.

Accounting Treatment of the Merger (see page 104)

Granite prepares its financial statements in accordance with GAAP. The Merger will be accounted for by Granite as a business combination under the acquisition method of accounting, and Granite will be treated as the acquirer for accounting purposes.

Material U.S. Federal Income Tax Consequences (see page 131)

Layne and Granite intend that, for U.S. federal income tax purposes, the Merger will qualify as a reorganization within the meaning of Section 368(a) of the Code. The obligations of Layne and Granite to complete the Merger are

subject to, among other conditions described in this proxy statement/prospectus, the

Table of Contents

receipt by Layne of the Layne Tax Opinion and by Granite of the Granite Tax Opinion, each to the effect that the Merger will qualify as a reorganization within the meaning of Section 368(a) of the Code. However, neither Layne nor Granite intends to request a ruling from the IRS regarding the U.S. federal income tax consequences of the Merger. Accordingly, no assurance can be given that the IRS will not challenge that conclusion that the Merger qualifies for the Intended Tax Treatment or that a court would not sustain such a challenge.

Assuming the Merger qualifies for the Intended Tax Treatment, U.S. Holders (as defined in *Material U.S. Federal Income Tax Consequences* beginning on page 131 of this proxy statement/prospectus) will not recognize any gain or loss upon the receipt of shares of Granite Common Stock in the Merger, except with respect to cash received in lieu of a fractional share of Granite Common Stock.

Each U.S. holder of Layne Common Stock should read the discussion under *Material U.S. Federal Income Tax Consequences* and should consult its own tax advisor for a full understanding of the tax consequences of the Merger to such stockholder.

Comparison of the Rights of Holders of Granite Common Stock and Layne Common Stock (see page 134)

As a result of the completion of the Merger, holders of Layne Common Stock will become holders of Granite Common Stock. Each of Granite and Layne is a Delaware corporation governed by the DGCL, but the rights of Granite stockholders currently are, and from and after the Merger will be, governed by the Granite Charter and the Granite Bylaws, while the rights of Layne stockholders are currently governed by the Layne Charter and the Layne Bylaws. This proxy statement/prospectus includes summaries of the material differences between the rights of Granite stockholders and Layne stockholders arising because of difference in the charters and bylaws of the two companies.

No Appraisal Rights in Connection with the Merger (see page 103)

Section 262 of the DGCL provides that stockholders have the right, in some circumstances, to dissent from certain corporate actions and to instead demand payment of the fair value of their shares. Stockholders do not have appraisal rights with respect to shares of any class or series of stock if such shares of stock, or depositary receipts in respect thereof, are either (a) listed on a national securities exchange or (b) held of record by more than 2,000 holders, unless the stockholders receive in exchange for their shares anything other than shares of stock of the surviving or resulting corporation (or depositary receipts in respect thereof), or of any other corporation that is publicly listed or held by more than 2,000 holders of record, cash in lieu of fractional shares or fractional depositary receipts described above or any combination of the foregoing. Therefore, because shares of Layne Common Stock are listed on Nasdaq, and the Merger Consideration consists of only shares of Granite Common Stock, which will be publicly listed on NYSE, and cash in lieu of fractional shares, holders of Layne Common Stock are not entitled to appraisal rights in the Merger with respect to their shares of Layne Common Stock.

Special Meeting (see page 51)

The Special Meeting will be held at 9:00 a.m. (Central Time), on June 13, 2018 located at 1800 Hughes Landing Boulevard, Ste. 700, The Woodlands, TX 77380.

Holders of record of Layne Common Stock at the close of business on the Record Date will be entitled to notice of and to vote at the Special Meeting with regard to the proposals to be considered at that meeting. On the Record Date, there were 20,059,489 shares of Layne Common Stock outstanding and entitled to vote at the Special Meeting, held by approximately 160 holders of record. Each share of Layne Common Stock issued and outstanding on the Record Date is entitled to one vote on each proposal to be voted upon at the Special Meeting.

Table of Contents

As of the Record Date, Layne's directors and Executives, and their affiliates, as a group, owned and were entitled to vote 1,997,308 shares of Layne Common Stock, or approximately 10.0% of the outstanding shares of Layne Common Stock. As of the Record Date, Wynnefield Capital Management, LLC and certain of its affiliates, as a group, owned and were entitled to vote 1,798,245 shares of Layne Common Stock, or approximately 9.0% of the outstanding shares of Layne Common Stock. To be approved, the proposal to adopt the Merger Agreement requires the affirmative vote of the holders a majority of the shares of Layne Common Stock outstanding on the Record Date, and each of the compensation proposal and adjournment proposal requires the affirmative vote of a majority of the votes cast **FOR** or **AGAINST** by the Layne stockholders present in person or represented by proxy at the Special Meeting. In connection with the Merger, the Voting Stockholders have entered into Voting Agreements with Granite. The Voting Agreements provide, among other things, that the Voting Stockholders will not sell their shares of Layne Common Stock prior to the consummation of the Merger (or earlier termination of the Merger Agreement). See *The Voting Agreements* beginning on page 129 of this proxy statement/prospectus.

Litigation Relating to the Merger (see page 104)

On April 3, 2018, two putative class actions, captioned *Malka Raul v. Layne Christensen Company, et al.*, and *Colleen Witmer v. Layne Christensen Company, et al.*, were filed in the U.S. District Court for the Southern District of Texas against Layne, Layne's directors, Granite and Merger Sub. The complaints generally allege that Layne, the Layne directors and Granite disseminated a false or misleading registration statement regarding the proposed merger in violation of Section 14(a) of the Exchange Act and SEC Rule 14a-9. Specifically, the complaints allege that the registration statement misstated or omitted material information regarding the parties' financial projections, the valuation analysis performed by Greentech in support of its fairness opinion, and potential conflicts of interest of Greentech. The complaints further allege that the Layne directors and/or Granite are liable for these violations as controlling persons of Layne under Section 20(a) of the Exchange Act. The complaints seek injunctive relief, including to enjoin and/or rescind the merger, rescission or rescissory damages in the event the merger is consummated, and an award of attorneys' fees, in addition to other relief.

Table of Contents**SUMMARY OF HISTORICAL AND PRO FORMA FINANCIAL DATA****Summary Historical Consolidated Financial Data of Granite**

The following table presents summary historical consolidated financial and operating data for Granite as of and for the fiscal years ended December 31, 2017, 2016, 2015, 2014, and 2013. The summary historical financial information presented below for each of the five years ended December 31, 2017 has been derived from Granite's audited consolidated financial statements.

The information below should be read in conjunction with Granite's consolidated financial statements and the related notes thereto and the information under the heading "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" included in Granite's Annual Report on Form 10-K for the fiscal year ended December 31, 2017, filed with the SEC on February 16, 2018, which is incorporated by reference in this proxy statement/prospectus. For additional information on documents incorporated by reference in this proxy statement/prospectus, see *Where You Can Find More Information* beginning on page 145 of this proxy statement/prospectus.

Consolidated Statements of Operations

	Years Ended December 31,				
	2017	2016	2015	2014	2013
	(In thousands)				
Revenue(1)	\$ 2,989,713	\$ 2,514,617	\$ 2,371,029	\$ 2,275,270	\$ 2,266,901
Gross profit(1)	314,933	301,370	299,836	239,741	177,177
Net income (loss) attributable to Granite(1)	69,098	57,122	60,485	25,346	(36,423)

- (1) During the year ended December 31, 2017, Granite identified and corrected amounts related to revisions in estimates that should have been recorded during the year ended December 31, 2016. These corrections resulted in a \$4.9 million decrease to revenue and gross profit and a \$1.6 million decrease in net income attributable to Granite Construction Incorporated for the year ended December 31, 2017.

Consolidated Balance Sheets

	As of December 31,				
	2017	2016	2015	2014	2013
	(In thousands)				
Total Assets	\$ 1,871,978	\$ 1,733,453	\$ 1,626,878	\$ 1,600,048	\$ 1,609,362
Cash, cash equivalents and marketable securities	366,501	317,105	358,531	358,028	346,323
Long-term debt; excluding current maturities	178,453	229,498	244,323	275,621	276,868
Granite shareholders' equity	945,108	885,988	839,237	794,385	781,940

Other Data:

Contract backlog	\$ 3,718,157	\$ 3,484,405	\$ 2,908,438	\$ 2,718,873	\$ 2,526,751
------------------	--------------	--------------	--------------	--------------	--------------

Summary Historical Consolidated Financial Data of Layne

The following table presents summary historical consolidated financial data for Layne and its subsidiaries as of and for the fiscal years ended January 31, 2018, 2017, 2016, 2015 and 2014. The summary historical financial information presented below for each of the five years ended January 31, 2018 has been derived from Layne's audited consolidated financial statements.

Table of Contents

The information set forth below should be read in conjunction with Layne's Management's Discussion and Analysis of Financial Condition and Results of Operations included in Layne's Annual Report on Form 10-K for the fiscal year ended January 31, 2018, which is incorporated by reference in this proxy statement/prospectus, and the consolidated financial statements and the notes thereto. For additional information on documents incorporated by reference in this proxy statement/prospectus, see *Where You Can Find More Information* beginning on page 145 of this proxy statement/prospectus.

Statements of Operations Data

	Years Ended January 31,				
	2018	2017	2016	2015	2014
	(in thousands)				
Revenue	\$ 475,517	\$ 464,783	\$ 518,105	\$ 522,057	\$ 513,551
Net income (loss) attributable to Layne	(27,311)	(52,236)	(44,777)	(110,151)	(128,639)

Balance Sheet Data (at period end)

	As of January 31,				
	2018	2017	2016	2015	2014
	(in thousands)				
Working capital, excluding current maturities of debt	\$ 62,584	\$ 105,554	\$ 131,368	\$ 104,974	\$ 121,458
Total assets	370,189	436,151	488,657	541,942	642,499
Current maturities of long-term debt	67,293	9	88	142	128
Long-term debt, excluding current maturities	98,769	162,346	158,986	128,566	102,999
Total Layne equity	57,505	82,220	128,658	181,215	289,464

Unaudited Summary Pro Forma Condensed Combined Financial Information

The following table presents unaudited summary pro forma financial and operating data for Granite, giving effect to the Merger as if it had been completed on January 1, 2017, the beginning of the earliest period presented. The unaudited summary pro forma income statement data for the fiscal year ended December 31, 2017 includes (a) Granite's fiscal year ended December 31, 2017 and (b) Layne's fiscal year ended January 31, 2018. The unaudited summary pro forma balance sheet data as of December 31, 2017 combines the historical consolidated balance sheets of Granite as of December 31, 2017 and Layne as of January 31, 2018, giving effect to the Merger as if it had been completed on December 31, 2017. See *Unaudited Pro Forma Condensed Combined Financial Information* beginning on page 39 of this proxy statement/prospectus.

Statements of Operations Data for the Year Ended December 31, 2017

	Historical Granite	Layne	Pro Forma Adjustments(1)	Pro Forma
--	-----------------------	-------	-----------------------------	--------------

	(in thousands)			Combined
Total revenue	\$ 2,989,713	\$ 475,517		\$ 3,465,230
Gross profit	314,933	75,657	(18,428)	372,163
Net income (loss) attributable to Granite Construction Incorporated	\$ 69,098	\$ (4,864)	\$ (2,934)	\$ 61,300

(1) For information regarding the pro forma adjustments, see *Unaudited Pro Forma Condensed Combined Financial Information* beginning on page 39 of this proxy statement/prospectus.

Table of Contents**Balance Sheet Data as of December 31, 2017**

	Historical			Pro Forma Combined
	Granite	Layne	Pro Forma Adjustments(1) (in thousands)	
Cash and cash equivalents (\$94,359 related to consolidated construction joint ventures (CCJVs))	\$ 233,711	\$ 32,041	\$ (32,561)	\$ 233,191
Total assets	1,871,978	370,189	281,335	2,523,502
Long-term debt (including current maturities)	224,501	166,062	32,983	423,546
Total shareholders equity	945,108	57,505	235,778	1,238,391

(1) For information regarding the pro forma adjustments, see *Unaudited Pro Forma Condensed Combined Financial Information* beginning on page 39 of this proxy statement/prospectus.

Comparative Market Value of Common Stock

Granite Common Stock are traded on NYSE under the symbol GVA and shares of Layne Common Stock are traded on Nasdaq under the symbol LAYN. The following table shows the closing prices per share of Granite Common Stock and Layne Common Stock as reported on February 13, 2018, the final trading day prior to the public announcement of the Merger, and on May 14, 2018, the latest practicable date prior to the date of this proxy statement/prospectus. This table also shows the implied value of the Merger Consideration for each share of Layne Common Stock, which was calculated by multiplying the closing price of Granite Common Stock on the relevant date by the Exchange Ratio for each share of Layne Common Stock.

	Closing Price of Granite Common Stock	Closing Price of Layne Common Stock	Implied Value of Merger Consideration
As of February 13, 2018	\$ 60.08	\$ 12.62	\$ 16.22
As of May 14, 2018	\$ 57.29	\$ 15.26	\$ 15.47

The market price of Granite Common Stock and Layne Common Stock will fluctuate prior to the Special Meeting and before the Merger is consummated, which will affect the implied value of the Merger Consideration paid to Layne stockholders.

Table of Contents

RISK FACTORS

*In addition to the other information included in and incorporated by reference into this proxy statement/prospectus, you should carefully read and consider the following risk factors in evaluating the proposals to be voted on at the Special Meeting and in determining whether to vote for adoption of the Merger Agreement. If the Merger Agreement is adopted by Layne stockholders and all of the other conditions to the Merger are satisfied or waived, and the Merger is consummated, holders of Layne Common Stock will become holders of Granite Common Stock and will be subject to the risks and uncertainties of holders thereof. Please also refer to the additional risk factors of each of Granite and Layne identified in the periodic reports and other documents incorporated by reference into this proxy statement/prospectus. See *Where You Can Find More Information* beginning on page 145 of this proxy statement/prospectus.*

Risks Related to the Merger

Because the market price of Granite Common Stock will fluctuate, Layne's stockholders cannot be certain of the value of the Merger Consideration that they will be entitled to receive in the Merger.

Upon consummation of the Merger, each share of Layne Common Stock then issued and outstanding will be cancelled and automatically converted into the right to receive 0.27 shares of Granite Common Stock. Granite will not issue any fractional shares of Granite Common Stock in the Merger. Holders of Layne Common Stock who would otherwise be entitled to a fractional share of Granite Common Stock will receive a cash payment in lieu of any fractional share. See *Unaudited Comparative Per Share Data* and *Comparative Market Value of Common Stock and Dividend Information* beginning on pages 48 and 49, respectively.

The Merger Agreement does not provide for any termination right by either Granite or Layne solely based on changes in the price or trading volume of Granite Common Stock or Layne Common Stock. Fluctuations in the market price of Granite Common Stock could result from changes in the business, operations or prospects of Layne or Granite prior to consummation of the Merger or the combined company following the completion of the Merger, regulatory considerations, general market and economic conditions and other factors both within and beyond the control of Layne or Granite.

The issuance of Granite Common Stock in connection with the Merger could decrease the market price of Granite Common Stock.

Upon consummation of the Merger, Granite expects to issue approximately 5.4 million shares of Granite Common Stock, or approximately 12% of the number of shares of Granite Common Stock outstanding as of February 13, 2018, the last trading day prior to the public announcement of the Merger Agreement, to Layne stockholders in the Merger. This does not include any shares of Granite Common Stock that may become issuable upon conversion of the 8.0% Convertible Notes. The issuance of Granite Common Stock in the Merger may result in fluctuations in the market price of Granite Common Stock, including a stock price decline.

The shares of Granite Common Stock to be received by Layne stockholders as a result of the Merger will have different rights from the shares of Layne Common Stock.

Upon consummation of the Merger, Layne stockholders will become Granite stockholders, and their rights as stockholders will be governed by the Granite Charter and the Granite Bylaws. Certain of the rights associated with Granite Common Stock are different from, and may be viewed as less favorable than, the rights associated with Layne Common Stock. See *Comparison of Rights of Holders of Granite Common Stock and Layne Common Stock* beginning

on page 134 of this proxy statement/prospectus for a discussion of the different rights associated with Granite Common Stock.

Table of Contents

Granite and Layne may be unable to satisfy the conditions to the Merger and the Merger may not be consummated.

Consummation of the Merger is subject to various closing conditions, including, among other things, (a) the adoption of the Merger Agreement by Layne's stockholders, (b) the expiration or termination of the applicable waiting period under the HSR Act, (c) the receipt of an opinion of counsel by both Granite and Layne, dated as of the closing, to the effect that the Merger will qualify for U.S. federal income tax purposes as a reorganization within the meaning of Section 368(a) of the Code and (d) the absence of any legal restraints or prohibitions on the consummation of the Merger. The obligation of each party to consummate the Merger is also conditioned upon the other party's representations and warranties being true and correct (subject to certain materiality exceptions), the other party having performed in all material respects its obligations under the Merger Agreement and the other party not having suffered a material adverse effect (as described in *The Merger Agreement Conditions to the Merger* beginning on page 107 of this proxy statement/prospectus).

These and other conditions to consummation of the Merger may fail to be satisfied. In addition, satisfying the conditions to the Merger may take longer, and could cost more, than Layne and Granite expect. For a more complete summary of the conditions that must be satisfied or waived prior to consummation of the Merger, see *The Merger Agreement Conditions to the Merger* beginning on page 107 of this proxy statement/prospectus. The satisfaction of all of the required conditions could delay the completion of the Merger for a significant period of time or prevent it from occurring. Any delay in completing the Merger could cause Granite not to realize some or all of the benefits that Granite expects to achieve if the Merger is successfully consummated within its expected timeframe. Further, there can be no assurance that the conditions to the Merger will be satisfied or waived or that the Merger will be consummated. See *Failure to complete the Merger could negatively impact the stock price and the future business and financial results of Granite and Layne*.

Layne must obtain approval of its stockholders to consummate the Merger, which, if delayed or not obtained, may jeopardize or delay the consummation of the Merger.

The Merger is conditioned on the adoption of the Merger Agreement by the affirmative vote of the holders of a majority of the issued and outstanding shares of Layne Common Stock entitled to vote thereon. If Layne stockholders do not adopt the Merger Agreement, then Layne and Granite cannot consummate the Merger.

Regulatory approvals that are required to consummate the Merger may not be received, may take longer than expected or may impose conditions that are not presently anticipated.

Under the provisions of the HSR Act, the Merger may not be consummated until notification and report forms have been filed with the Antitrust Division of the DOJ and the FTC and the expiration of a 30 calendar day waiting period (unless the waiting period is set to expire on a weekend or federal holiday, in which case the waiting period is automatically extended until 11:59 p.m. of the next business day), or the early termination of that waiting period, following the parties' filing of their respective notification and report forms. On February 28, 2018, Layne and Granite filed their respective notification and report forms under the HSR Act with the Antitrust Division of the DOJ and the FTC. Although the FTC granted early termination of the waiting period under the HSR Act on March 12, 2018, parties who may be adversely affected by the Merger may bring legal actions under the antitrust laws in certain circumstances.

In addition, private parties who may be adversely affected by the Merger and individual states may bring legal actions under the antitrust laws in certain circumstances. Although the parties believe the completion of the Merger will not likely be prevented by antitrust law, there can be no assurance that a challenge to the Merger on antitrust grounds will not be made or, if a challenge is made, what the result will be. Under the Merger Agreement, Layne and Granite have

agreed to use their reasonable best efforts to obtain all regulatory clearances necessary to complete the Merger as promptly as reasonably practicable. In addition, in order to complete the Merger, Granite and Layne may be required to comply with conditions, terms, obligations or restrictions imposed

Table of Contents

by regulatory entities and such conditions, terms, obligations or restrictions may have the effect of delaying completion of the Merger, imposing additional material costs on or materially limiting the revenues of Granite after the completion of the Merger, or otherwise reducing the anticipated benefits to Granite of the Merger. In addition, such conditions, terms, obligations or restrictions may result in the delay or abandonment of the Merger.

The announcement and pendency of the Merger could have an adverse effect on Layne's stock price, business, financial condition, results of operations or business prospects.

The announcement and pendency of the Merger could disrupt Layne's business in the following ways, among others:

Layne employees may experience uncertainty regarding their future roles with Granite, which might adversely affect Layne's ability to retain, recruit and motivate key personnel;

the attention of Layne's management may be directed towards consummating the Merger and transaction-related considerations and may be diverted from the day-to-day business operations of Layne, and matters related to the Merger may require commitments of time and resources that could otherwise have been devoted to other opportunities that might have been beneficial to Layne; and

customers, suppliers and other third parties with business relationships with Layne may decide not to renew or seek to terminate, change and/or renegotiate their relationships with Layne as a result of the Merger, whether pursuant to the terms of their existing agreements with Layne or otherwise.

Any of these matters could adversely affect the stock price, business, financial condition, results of operations or business prospects of Layne.

Failure to consummate the Merger could negatively impact the stock price and the future business and financial results of Granite and Layne.

If the Merger is not consummated for any reason, including as a result of Layne stockholders failing to adopt the Merger Agreement, the ongoing businesses of Granite and Layne may be adversely affected and, without realizing any of the benefits of having completed the Merger, Granite and Layne would be subject to a number of additional risks and consequences, including the following:

Granite and Layne may experience negative reactions from the financial markets, including negative impacts on their respective stock prices;

Granite and Layne may experience negative reactions from their respective customers, suppliers, and regulators;

uncertainty regarding the completion of the Merger may foster uncertainty among employees about their future roles, which could adversely affect the ability of Granite and Layne to attract and retain key

personnel;

Granite and Layne will be required to pay certain costs relating to the Merger, whether or not the Merger is consummated;

the Merger Agreement places certain restrictions on the conduct of Layne's and Granite's businesses prior to completion of the Merger, which may affect the ability of Layne to execute certain business strategies or pursue otherwise attractive business opportunities. Such restrictions, the waiver of which is subject to the consent of the other party (in certain cases, not to be unreasonably withheld, conditioned or delayed), may prevent Layne from making certain acquisitions or taking certain other specified actions during the pendency of the Merger (see *The Merger Agreement - Conduct of Business Pending the Merger* beginning on page 118, of this proxy statement/prospectus for a description of the restrictive covenants applicable to Layne); and

- 24 -

Table of Contents

matters relating to the Merger (including integration planning) will require substantial commitments of time and resources by Granite and Layne management, which would otherwise have been devoted to day-to-day operations and other opportunities that may have been beneficial to either Granite or Layne as an independent company.

In addition to the above risks, Layne may be required, under certain circumstances, to pay to Granite the termination fee, which may materially adversely affect Layne's financial results. Further, Granite and Layne could be subject to litigation related to any failure to complete the Merger or related to any enforcement proceeding commenced against Granite or Layne to perform their respective obligations under the Merger Agreement. If the Merger is not completed, these risks may materialize and may adversely affect Granite's and Layne's businesses, financial condition, financial results and stock prices.

Granite's and Layne's business relationships may be subject to disruption due to uncertainty associated with the Merger.

Parties with which Granite or Layne do business may experience uncertainty associated with the proposed Merger, including with respect to current or future business relationships with Granite, Layne or the combined company. Granite's and Layne's business relationships may be subject to disruption as customers, distributors, suppliers, vendors and others may attempt to negotiate changes in existing business relationships or consider entering into business relationships with parties other than Granite, Layne or the combined company. These disruptions could have an adverse effect on the businesses, financial condition, or results of operations of the combined company, including an adverse effect on Granite's ability to realize the anticipated benefits of the Merger. The risk, and adverse effect, of such disruptions could be exacerbated by a delay in consummating the Merger or termination of the Merger Agreement.

Any delay in consummating the Merger may substantially reduce the benefits that Granite expects to obtain from the Merger.

Satisfying the conditions to, and consummation of, the Merger may take longer than, and could cost more than, Granite and Layne expect. Granite and Layne cannot predict whether or when the conditions to the Merger will be satisfied, and satisfying the conditions to the Merger could delay the Effective Time for a significant period of time or prevent it from occurring. Any delay in consummating the Merger or any additional conditions imposed in order to consummate the Merger may materially adversely affect the synergies and other benefits that Granite expects to achieve if the Merger and the integration of the companies' respective businesses are completed within the expected timeframe. In addition, each of Granite and Layne may terminate the Merger Agreement if the Merger is not consummated by September 30, 2018.

Granite may be unable to realize anticipated cost synergies or may incur additional costs.

Granite has identified approximately \$20 million in pre-tax cost synergies which are expected to be realized by the third year following consummation of the Merger. Granite expects that these will result from, among other things, combining the organizational structures, locations and operations of the two companies. To realize these synergies, Granite expects to incur costs of approximately \$7 million in 2018, \$1 million in 2019, and \$3 million in 2020. While Granite's management believes that these cost synergies are achievable, Granite may be unable to realize all of these cost synergies within the time frame expected or at all. In addition, Granite may incur additional and/or unexpected costs in order to realize these cost synergies.

The integration of Layne may present significant challenges to Granite, and although Granite expects the Merger with Layne will result in cost savings, synergies and other benefits to Granite, Granite may not realize those benefits because of difficulties related to integration, the realization of synergies, and other challenges.

Granite and Layne have operated and, until consummation of the Merger, will continue to operate, independently, and there can be no assurances that their businesses can be integrated successfully. It is possible

Table of Contents

that the integration process could result in the loss of key Granite or Layne employees, the loss of customers, the disruption of either company's or both companies' ongoing businesses or other unexpected integration issues, higher than expected integration costs and an overall post-completion integration process that takes longer than originally anticipated. Specifically, the following issues and potential risks, among others, must be addressed in integrating the operations of Layne and Granite in order to realize the anticipated benefits of the Merger so the combined company performs as expected:

failure to implement Granite's business plan for the combined business, including as a result of Granite's lack of familiarity with certain of Layne's existing businesses and conducting business in certain countries in which Layne currently operates;

combining the businesses of Granite and Layne and meeting the capital requirements of the combined company in a manner that permits Granite to achieve the cost savings or revenue synergies anticipated to result from the Merger, the failure of which would result in the anticipated benefits of the Merger not being realized in the time frame currently anticipated or at all;

harmonizing the companies' operating practices, employee development and compensation programs, internal controls and other policies, procedures and processes;

potential deterioration in the financial performance of Layne, including any potential deviation in results of operations from historical levels;

difficulties in the assimilation and retention of employees;

demands on management related to the increase in the size of Granite after the acquisition;

the diversion of management's attention from the management of daily operations to the integration of operations;

unanticipated changes in applicable laws and regulations;

difficulties and risks in the integration of departments and systems (including accounting, health information and management information systems), technologies (including software), books and records and procedures, as well as in maintaining uniform standards and controls (including internal control over financial reporting and related procedures and policies);

costs, including legal and settlement costs, associated with Layne's legal proceedings and other loss contingencies (including with respect to current and legacy projects undertaken and liabilities assumed by Layne and businesses that Layne has sold or discontinued), in each case whether known or unknown and whether relating to past, present or future facts, events, circumstances or occurrences, any of which could be materially adverse to the business, results of operations, assets or financial condition of Layne and, following the Merger, the financial position, results of operations and liquidity of Granite and the ability of Granite to achieve expected benefits of the Merger; and

other unanticipated issues, expenses, or liabilities that could impact, among other things, Granite's ability to realize any expected synergies on a timely basis, or at all.

If Granite cannot successfully integrate Layne, Granite may experience material negative consequences to its business, financial condition or results of operations. Successful integration of Layne will depend on Granite's ability to manage these operations, to realize opportunities for revenue growth and, to some degree, to eliminate redundant and excess costs. Because of difficulties in combining the two companies, Granite may not be able to achieve the benefits that it hopes to achieve as a result of the Merger.

The Merger may be consummated on different terms from those contained in the Merger Agreement.

Prior to the consummation of the Merger, the parties may, by their mutual agreement, amend or alter the terms of the Merger Agreement, including with respect to, among other things, the Merger Consideration to be received by Layne stockholders, or any covenants or agreements with respect to the parties' respective operations

Table of Contents

during the pendency thereof, provided, however, that after approval by Layne stockholders, no amendment may be made without further stockholder approval which, by law or in accordance with the rules of Nasdaq, requires further approval by such stockholders. Any such amendments or alterations may have negative consequences to Layne stockholders including, among other things, reducing the cash available for Granite's or Layne's operations or to meet respective obligations or restricting or limiting assets or operations of either of Granite or Layne. Under certain circumstances, Layne stockholders may be permitted or required to adopt any such amendments, which could delay consummation of the Merger and subject Layne and Granite to additional expense.

Granite and Layne will incur significant transaction fees and Merger-related costs in connection with the Merger.

Granite and Layne expect to incur a number of non-recurring fees and Merger-related costs associated with combining the operations of the two companies. Most of these non-recurring costs will be comprised of transaction and regulatory costs related to the Merger, including fees paid to financial and legal advisors related to the Merger, bank fees and related financing costs and employment-related costs, including change-in-control related payments made to certain Layne executives, further described in *Interests of Certain Persons in the Merger* beginning on page 95 of this proxy statement/prospectus.

Granite will also incur transaction fees and costs related to formulating and implementing integration plans, including facilities and systems consolidation costs and employment-related costs. Granite continues to assess the magnitude of these costs, and additional unanticipated costs may be incurred in the Merger and the integration of the two companies businesses. Although Granite expects that the elimination of duplicative costs, as well as the realization of other efficiencies related to the integration of the businesses, should allow Granite to offset incremental Merger and integration-related costs over time, this net benefit may not be achieved in the near term, or at all. See *The integration of Layne may present significant challenges to Granite, and although Granite expects the Merger with Layne will result in cost savings, synergies and other benefits to Granite, Granite may not realize those benefits because of difficulties related to integration, the realization of synergies, and other challenges.*

As a result of the Merger, Granite's goodwill, indefinite-lived intangible assets, and other intangible assets in its consolidated balance sheet will increase. If its goodwill, indefinite-lived intangible assets, or other intangible assets become impaired in the future, Granite would be required to record a material, non-cash charge to earnings, which would also reduce its stockholders' equity.

Under GAAP, goodwill and indefinite-lived intangible assets are reviewed for impairment on an annual basis (or more frequently if events or circumstances indicate that their carrying value may not be recoverable) and other intangible assets if events or circumstances indicate that their carrying value may not be recoverable. If Granite's goodwill, indefinite-lived intangible assets, or other intangible assets are determined to be impaired in the future, Granite will be required to record a material, non-cash charge to earnings during the period in which the impairment is determined.

The Merger Agreement contains provisions that limit Layne's ability to pursue alternatives to the Merger, which could discourage a potential acquirer of Layne from making an alternative transaction proposal or could result in a competing proposal being at a lower price than it might otherwise be and, in certain circumstances, could require Layne to pay Granite a significant termination fee.

The Merger Agreement contains no shop provisions that, subject to limited exceptions, require that Layne may not (a) solicit, initiate, cause or knowingly facilitate or encourage the submission of any inquiries, proposals or offers or any other efforts or attempts that constitute or may reasonably be expected to lead to any acquisition proposal (as described in *The Merger Agreement No Solicitation of Acquisition Proposals* beginning on page 110 of this proxy statement/prospectus), or engage in any discussions or negotiations with respect thereto or otherwise cooperate with or

assist or participate in, or knowingly facilitate or encourage, any such inquiries,

- 27 -

Table of Contents

proposals, discussions or negotiations, or resolve to or publicly propose to take any of the foregoing actions, (b) approve or recommend, or resolve to or publicly propose to approve or recommend, any acquisition proposal or enter into any Merger Agreement, agreement-in-principle, letter of intent, share purchase agreement, asset purchase agreement, share exchange agreement, option agreement or other similar agreement relating to an acquisition proposal or enter into any letter of intent, agreement or agreement-in-principle requiring Layne to abandon, terminate or fail to consummate the Merger or (c) (1) withdraw, modify or qualify in a manner adverse to Granite or Merger Sub the recommendation of the Layne Board or the approval or declaration of advisability by the Layne Board of the Merger Agreement and the transactions contemplated thereby (including the Merger) or (2) approve or recommend, or resolve to or publicly propose to approve or recommend, any acquisition proposal.

The Merger Agreement also provides that Layne will be required to pay a termination fee of \$16.0 million to Granite upon termination of the Merger Agreement under certain circumstances. These provisions might discourage a potential competing acquiror that might have an interest in acquiring all or a significant part of Layne from considering or proposing an acquisition even if it were prepared to pay consideration with a higher per share market price than that proposed in the Merger, or might result in a potential competing acquiror proposing to pay a lower per share price to acquire Layne than it might otherwise have proposed to pay.

The opinion delivered by Greentech will not reflect changes in circumstances between the date of such opinion and the completion of the Merger.

The Layne Board has not obtained an updated opinion as of the date of this proxy statement/prospectus from Greentech, its financial advisor. Changes in the operations and prospects of Layne or Granite, general market and economic conditions and other factors that may be beyond their control, and on which the opinions were based, may alter the value of Layne or Granite or the prices of Layne Common Stock or Granite Common Stock by the time the Merger is consummated. The opinion does not speak as of the time the Merger will be completed or as of any date other than the date of such opinion. Because Layne does not anticipate asking Greentech to update its opinion, the opinion only addresses the fairness of the Merger Consideration, from a financial point of view, as of the date of such opinion, subject to the various assumptions made, procedures followed, factors considered, and limitations of the review undertaken, qualifications contained and other matters set forth therein. Greentech's opinion is included as *Annex C* to this proxy statement/prospectus. For a description of the opinion, please refer to *The Merger Opinion of Financial Advisor to Layne* beginning on page 81 of this proxy statement/prospectus.

Layne executive officers and directors have financial interests in the Merger that may be different from, or in addition to, the interests of Layne stockholders.

Executive officers of Layne negotiated the terms of the Merger Agreement with their counterparts at Granite, and the Layne Board unanimously determined that the Merger Agreement and the Merger are in the best interests of Layne and its stockholders, approved and declared the Merger Agreement and unanimously recommended that Layne stockholders adopt the Merger Agreement. In considering these facts and the other information contained in this proxy statement/prospectus, you should be aware that Layne's executive officers and directors have financial interests in the Merger that may be different from, or in addition to, the interests of Layne stockholders. For a detailed discussion of the special interests that Layne's directors and executive officers may have in the Merger, see *The Merger Interests of Certain Persons in the Merger* beginning on page 95 of this proxy statement/prospectus.

Risks Related to the Combined Company Following the Merger

The market price of Granite Common Stock and Granite's results of operations may be affected by factors different from those affecting the market price of Layne Common Stock and Layne's results of operations.

Layne stockholders will be entitled to receive the Merger Consideration, which is comprised of Granite Common Stock and will thus become Granite stockholders upon the consummation of the Merger. Granite s

Table of Contents

business is different from that of Layne, and Granite's results of operations, as well as the market price of Granite Common Stock, may be affected by factors different from those affecting Layne's results of operations and the market price of Layne Common Stock. The market price of Granite Common Stock may fluctuate significantly following the Merger, including as a result of factors over which Granite has no control.

Failure to achieve expected benefits of the Merger and to integrate Layne's operations with Granite's could adversely affect Granite following the completion of the Merger and the market price of Granite Common Stock.

Although Granite expects to realize strategic, operational and financial benefits as a result of the Merger, Granite cannot be certain whether, and to what extent, such benefits will be achieved in the future. In particular, the success of the Merger will depend on achieving efficiencies and cost savings, and no assurances can be given that Granite will be able to do so. For example, costs associated with Layne's legal proceedings and other loss contingencies may be greater than expected (including with respect to current and legacy projects undertaken and liabilities assumed by Layne and businesses that Layne has sold or discontinued). In addition, in order to obtain the benefits of the Merger, Granite must integrate Layne's operations. Such integration may be complex and the failure to do so quickly and effectively may negatively affect earnings. Granite's failure to create, or any significant delay in creating, an optimal operational and financial structure for the combined company may result in Granite being unable to realize the expected synergies and other intended benefits from the Merger.

In addition, the market price of Granite Common Stock may decline as a result of the Merger if the integration of Granite and Layne is unsuccessful, takes longer than expected or fails to achieve financial benefits to the extent anticipated by financial analysts or investors, or the effect of the Merger on Granite's financial results is otherwise not consistent with the expectations of financial analysts or investors.

The pro forma financial statements included in this proxy statement/prospectus are presented for illustrative purposes only and may not be an indication of the combined company's financial condition or results of operations following the Merger.

The pro forma financial statements contained in this proxy statement/prospectus are presented for illustrative purposes only, are based on various adjustments, assumptions and preliminary estimates and may not be an indication of the combined company's financial condition or results of operations following the Merger for several reasons. See *Unaudited Pro Forma Condensed Combined Financial Information* beginning on page 39 of this proxy statement/prospectus. The actual financial condition and results of operations of the combined company following the Merger may not be consistent with, or evident from, these pro forma financial statements. In addition, the assumptions used in preparing the pro forma financial information may not prove to be accurate, and other factors may affect the combined company's financial condition or results of operations following the Merger. Any potential decline in the combined company's financial condition or results of operations may cause significant variations in the stock price of Granite following the Merger.

Layne stockholders will have a reduced ownership and voting interest in Granite after the Merger and, as a result, will be able to exert less influence over management.

Following the Merger, each Layne stockholder will become a stockholder of Granite with a percentage ownership of Granite after the Merger that is smaller than the stockholder's percentage ownership of Layne. It is expected that immediately after consummation of the Merger the former stockholders of Layne as a group will own approximately 12% of the outstanding shares of Granite Common Stock on a fully diluted basis, excluding any shares that may subsequently be issued in connection with conversion of the 8.0% Convertible Notes. Because of this, Layne stockholders will have substantially less influence on the management and policies of Granite after the Merger than

they now have with respect to the management and policies of Layne.

- 29 -

Table of Contents

Granite may be unable to hire and retain sufficient qualified personnel, and the loss of any of its key executive officers could adversely affect Granite.

Granite believes that its future success will depend in large part on its ability to attract and retain highly skilled, knowledgeable, sophisticated and qualified managerial and professional personnel, including, following the Merger, key employees of Layne. Key employees of Granite or Layne may depart for a variety of reasons, including because of issues relating to the difficulty of integration or accelerated retirement as a result of amounts received in connection with the Merger. Accordingly, no assurance can be given that Granite will be able to retain key employees of Granite or, following the Merger, Layne.

The combined company may require additional capital in the future, which may not be available to it on satisfactory terms, if at all.

The combined company will require liquidity to fund its operations and make interest and principal payments on its debt. To the extent that the funds generated by the combined company's ongoing operations are insufficient to cover its liquidity requirements, it may need to raise additional funds through financings. If the combined company cannot obtain adequate capital or sources of credit on favorable terms, or at all, its business, operating results and financial condition could be adversely affected. Any future equity or debt financing may not be available on terms that are favorable to the combined company, if at all.

Other Risk Factors of Granite and Layne

Granite's and Layne's businesses are and will be subject to the risks described above. In addition, Granite and Layne are, and will continue to be, subject to the risks described in Granite's Annual Report on Form 10-K for the fiscal year ended December 31, 2017, and Layne's Annual Report on Form 10-K for the fiscal year ended January 31, 2018, which is incorporated by reference into this proxy statement/prospectus. See *Where You Can Find More Information* beginning on page 145 of this proxy statement/prospectus.

Table of Contents

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

A number of the statements made or incorporated by reference in this proxy statement/prospectus are forward-looking statements within the meaning of the Private Securities Litigation Reform Act, Section 27A of the Securities Act and Section 21E of the Exchange Act. Forward-looking statements are all statements made or incorporated by reference into this proxy statement/prospectus, other than statements of historical fact. In some cases, forward-looking statements can be identified by terminology such as anticipates, believes, estimates, expects, intends, may, projects, will, would, and similar expressions or expressions of the negative of these terms. These statements include statements regarding the intent, belief or current expectations of each of Granite and Layne and their respective subsidiaries, their directors and their officers with respect to, among other things, future events, including the Merger, the respective financial results and financial trends expected to impact each of Granite and Layne prior to the completion of the Merger, or if the Merger is not completed, and expected to impact Granite thereafter, assuming the Merger is consummated.

Forward-looking statements are based upon certain underlying assumptions, including any assumptions mentioned with the specific statements, as of the date such statements were made. Such assumptions are in turn based upon internal estimates and analyses of market conditions and trends, management plans and strategies, economic conditions and other factors. While Granite and Layne believe these expectations, assumptions, estimates and projections are reasonable, such forward-looking statements are only predictions and involve known and unknown risks and uncertainties, many of which are beyond the control of Granite and Layne. By their nature, forward-looking statements and the assumptions underlying them are necessarily subject to risks and uncertainties inherent in projecting future conditions and results. Actual results may differ materially from the current expectations of Granite and Layne depending on a number of factors affecting their businesses and risks associated with the successful execution of the Merger and the integration and performance of their businesses following the Merger. These factors include, but are not limited to, those set forth under *Risk Factors* beginning on page 22 of this proxy statement/prospectus, and those set forth under *Forward-Looking Statements*, *Risk Factors* or any similar heading in the documents incorporated by reference herein.

Granite and Layne caution you not to place undue reliance on the forward-looking statements, which speak only as of the date of this proxy statement/prospectus in the case of forward-looking statements contained in this proxy statement/prospectus, or the dates of the documents incorporated by reference in this proxy statement/prospectus in the case of forward-looking statements made in those incorporated documents. Except as may be required by law, neither Granite nor Layne has any obligation to update or alter these forward-looking statements, whether as a result of new information, future events or otherwise.

Granite and Layne expressly qualify in their entirety all forward-looking statements attributable to Granite or Layne or any person acting on either of their respective behalf by the cautionary statements contained or referred to in this section.

Table of Contents

INFORMATION ABOUT GRANITE CONSTRUCTION INCORPORATED

Granite delivers infrastructure solutions for public and private clients primarily in the United States. Granite is one of the largest diversified heavy civil contractors and construction materials producers in the United States. Granite operates nationwide, serving both public and private sector clients. Within the public sector, Granite primarily concentrates on heavy-civil infrastructure projects, including the construction of streets, roads, highways, mass transit facilities, airport infrastructure, bridges, trenchless and underground utilities, power-related facilities, water-related facilities, utilities, tunnels, dams and other infrastructure-related projects. Within the private sector, Granite performs site preparation and infrastructure services for residential development, energy development, commercial and industrial sites, and other facilities, as well as provide construction management professional services. Granite's business is organized into three reportable business segments. These business segments are: Construction, Large Project Construction and Construction Materials.

The four primary economic drivers of Granite business are (a) the overall health of the U.S. economy; (b) federal, state and local public funding levels; (c) population growth resulting in public and private development; and (d) the need to replace or repair aging infrastructure. A stagnant or declining economy will generally result in reduced demand for construction and construction materials in the private sector. This reduced demand increases competition for private sector projects and will ultimately also increase competition in the public sector as companies migrate from bidding on scarce private sector work to projects in the public sector. In addition, a stagnant or declining economy tends to produce less tax revenue for public agencies, thereby decreasing a source of funds available for spending on public infrastructure improvements. Some funding sources that have been specifically earmarked for infrastructure spending, such as diesel and gasoline taxes, are not as directly affected by a stagnant or declining economy, unless actual consumption is reduced or gasoline sales tax revenues decline consistent with fuel prices. However, even these can be temporarily at risk as federal, state and local governments take actions to balance their budgets. Additionally, fuel prices and more fuel efficient vehicles can have a dampening effect on consumption, resulting in overall lower tax revenue. Conversely, increased levels of public funding as well as an expanding or robust economy will generally increase demand for Granite's services and provide opportunities for revenue growth and margin improvement.

In connection with entering into the Merger Agreement, Granite received a commitment letter for a new \$370 million backstop facility. That backstop facility was obtained because the assumption of Layne's outstanding debt and letters of credit would exceed the amount of indebtedness permitted under Granite's then existing credit facility.

In connection with the Merger Agreement, Granite (a) has entered into the Credit Facility Amendment and (b) expects to enter into the NPA Amendment. The Credit Facility Amendment, among other things, (a) exempts Layne and its subsidiaries from the provisions of the Senior Credit Facility that would otherwise require them to guarantee Granite's obligations under the Senior Credit Facility until the date upon which the 8.0% Convertible Notes have been paid or otherwise satisfied in full, (b) permits liens on certain assets of Layne and its subsidiaries securing the 8.0% Convertible Notes, (c) permits certain indebtedness outstanding under the 4.25% Convertible Notes and the 8.0% Convertible Notes and (d) increases the aggregate amount of uncommitted incremental revolving loans and/or incremental term loans that Granite may request under the Senior Credit Facility up to a maximum of \$130,000,000, in each case as more fully disclosed in Granite's Current Report on Form 8-K filed with the SEC on March 1, 2018. See *Where You Can Find More Information* beginning on page 145 of this proxy statement/prospectus. The NPA Amendment is expected to, among other things, (a) permit the acquisition of Layne pursuant to the Merger Agreement, (b) exempt Layne and its subsidiaries from the provisions of the Note Purchase Agreement that would otherwise require them to guarantee Granite's obligations under the Note Purchase Agreement until the earliest of the date upon which the 8.0% Convertible Notes have been paid or otherwise satisfied in full or certain other dates, if earlier, (c) permit liens on certain assets of Layne and its subsidiaries securing the 8.0% Convertible Notes and (d) permit certain indebtedness outstanding under the 4.25% Convertible Notes and the 8.0% Convertible Notes.

Table of Contents

Granite Common Stock is listed on NYSE under the symbol GVA. Granite Construction Company was originally incorporated in 1922. In 1990, Granite Construction Incorporated was formed as the holding company for Granite Construction Company and its wholly owned subsidiaries and was incorporated in Delaware.

Additional information about Granite is included in the documents incorporated by reference into this proxy statement/prospectus. See *Where You Can Find More Information* beginning on page 145 of this proxy statement/prospectus.

Table of Contents

INFORMATION ABOUT LAYNE CHRISTENSEN COMPANY

Layne is a leading global water management and services company, with more than 130 years of industry experience, providing responsible, sustainable, integrated solutions to address the world's water, minerals and infrastructure challenges. Layne's customers include government agencies, investor-owned utilities, industrial companies, global mining companies, engineering and consulting firms, oil and gas companies, power companies and agribusiness.

For its customers, Layne manages water throughout its lifecycle, including supply, treatment, delivery, maintenance and rehabilitation. Throughout each phase, Layne works to ensure compliance with complex state and federal regulations, and to meet increasingly high demand for quality, reliability and efficiency. Layne's mineral services teams extract representative samples that accurately reflect the underlying mineral deposits for Layne's global mining customers. Layne operates its business in three segments: Water Resources, Inliner, and Mineral Services.

Layne operates on a geographically dispersed basis with approximately 52 sales and operations offices located throughout North America, Brazil and through its affiliates in Latin America.

Shares of Layne Common Stock are listed on Nasdaq under the symbol LAYN. Layne was originally incorporated as Layne, Inc. in 1882.

Additional information about Layne is included in the documents incorporated by reference into this proxy statement/prospectus. See *Where You Can Find More Information* beginning on page 145 of this proxy statement/prospectus.

Table of Contents**SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA OF GRANITE**

The following table presents selected historical consolidated financial and operating data for Granite as of and for the fiscal years ended December 31, 2017, 2016, 2015, 2014, and 2013. The selected historical financial information presented below for each of the five years ended December 31, 2017 has been derived from Granite's audited consolidated financial statements.

The information should be read in conjunction with Granite's consolidated financial statements and the related notes thereto and the information under the heading *Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations* included in Granite's Annual Report on Form 10-K for the year ended December 31, 2017 filed with the SEC on February 16, 2018, which are incorporated by reference in this proxy statement/prospectus. For additional information on documents incorporated by reference in this proxy statement/prospectus, see *Where You Can Find More Information* beginning on page 145 of this proxy statement/prospectus.

Consolidated Statements of Operations

	Years Ended December 31,				
	2017	2016	2015	2014	2013
	(In thousands, except per share amounts)				
Revenue(1)	\$ 2,989,713	\$ 2,514,617	\$ 2,371,029	\$ 2,275,270	\$ 2,266,901
Gross profit(1)	314,933	301,370	299,836	239,741	177,177
As a percent of revenue	10.5%	12.0%	12.6%	10.5%	7.8%
Selling, general and administrative expenses	222,811	219,299	203,817	193,256	191,860
As a percent of revenue	7.5%	8.7%	8.6%	8.5%	8.5%
Restructuring (gains) charges, net(2)	(2,411)	(1,925)	(6,003)	(2,643)	52,139
Net income (loss)	75,801	66,200	68,248	35,876	(44,766)
Amount attributable to non-controlling interests	(6,703)	(9,078)	(7,763)	(10,530)	8,343
Net income (loss) attributable to Granite(1)	69,098	57,122	60,485	25,346	(36,423)
As a percent of revenue	2.3%	2.3%	2.6%	1.1%	(1.6)%
Net income (loss) per share attributable to common shareholders:					
Basic	\$ 1.74	\$ 1.44	\$ 1.54	\$ 0.65	\$ (0.94)
Diluted	\$ 1.71	\$ 1.42	\$ 1.52	\$ 0.64	\$ (0.94)
Weighted average shares of common stock:					
Basic	39,795	39,557	39,337	39,096	38,803
Diluted	40,372	40,225	39,868	39,795	38,803
Dividends per common share	\$ 0.52	\$ 0.52	\$ 0.52	\$ 0.52	\$ 0.52

(1)

During the year ended December 31, 2017, Granite identified and corrected amounts related to revisions in estimates that should have been recorded during the year ended December, 31, 2016. These corrections resulted in a \$4.9 million decrease to revenue and gross profit and a \$1.6 million decrease in net income attributable to Granite Construction Incorporated for the year ended December 31, 2017.

- (2) During the years ended December 31, 2017, 2016, 2015 and 2014 Granite recorded restructuring gains of \$2.4 million, \$1.9 million, \$6.0 million and \$1.3 million, respectively, related to Granite's 2010 Enterprise Improvement Plan (EIP). In addition, during 2014, Granite recorded \$1.3 million in gains related to nonperforming quarry sites and during 2013, Granite recorded net restructuring charges of \$49.0 million, including amounts attributable to non-controlling interests of \$3.9 million, related to EIP and \$3.1 million in other impairment charges related to nonperforming quarry sites.

Table of Contents**Consolidated Balance Sheets**

	As of December 31,				
	2017	2016	2015	2014	2013
	(In thousands, except per share amounts)				
Total Assets	\$ 1,871,978	\$ 1,733,453	\$ 1,626,878	\$ 1,600,048	\$ 1,609,362
Cash, cash equivalents and marketable securities	366,501	317,105	358,531	358,028	346,323
Working capital	576,804	559,058	519,177	454,121	396,759
Current maturities of long-term debt	46,048	14,796	14,800	1,247	1,247
Long-term debt	178,453	229,498	244,323	275,621	276,868
Other long-term liabilities	45,446	51,430	46,613	44,495	48,580
Granite shareholders' equity	945,108	885,988	839,237	794,385	781,940
Book value per share	23.70	22.36	21.29	20.27	20.09
Common shares outstanding	39,871	39,621	39,413	39,186	38,918
Other Data:					
Contract backlog	\$ 3,718,157	\$ 3,484,405	\$ 2,908,438	\$ 2,718,873	\$ 2,526,751

Table of Contents

SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA OF LAYNE

The following table presents summary historical consolidated financial data for Layne and its subsidiaries as of and for the fiscal years ended January 31, 2018, 2017, 2016, 2015 and 2014. The summary historical financial information presented below for each of the five years ended January 31, 2018 has been derived from Layne's audited consolidated financial statements.

The information set forth below should be read in conjunction with Layne's Management's Discussion and Analysis of Financial Condition and Results of Operations included in Layne's Annual Report on Form 10-K for the fiscal year ended January 31, 2018, which is incorporated by reference in this proxy statement/prospectus, and its consolidated financial statements and the notes thereto. For additional information on documents incorporated by reference in this proxy statement/prospectus, see *Where You Can Find More Information* beginning on page 145 of this proxy statement/prospectus.

Statements of Operations Data

**Years Ended January 31,
2018(1) 2017**