
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): May 4, 2011

Great Lakes Dredge & Dock Corporation

(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of
Incorporation or Organization)

001-33225
(Commission
File Number)

20-5336063
(I.R.S. Employer
Identification No.)

2122 York Road
Oak Brook, Illinois 60523
(Address of Principal Executive Offices)

(630) 574-3000
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement

On May 6, 2011, Great Lakes Dredge & Dock Corporation (the “Company”), NASDI, LLC (“NASDI”), a wholly owned subsidiary of the Company, certain subsidiary guarantors of the Company named therein and Wells Fargo Bank, National Association entered into a Supplemental Indenture (the “Supplemental Indenture”) to the Indenture dated as of January 28, 2011 (the “Original Indenture”). Under the terms of the Supplemental Indenture NASDI became a guarantor of the Company’s 7.375% senior unsecured notes due February 1, 2019 and agreed to the terms of the Original Indenture.

The complete text of the Supplemental Indenture is attached hereto as Exhibit 4.1 and incorporated herein by reference.

Item 5.07. Submission of Matters to a Vote of Security Holders.

The Company held its 2011 Annual Meeting of Shareholders on May 4, 2011. In connection with the meeting, proxies were solicited pursuant to Section 14(a) of the Securities Exchange Act of 1934. Matters voted upon were (1) the election of three directors; (2) the ratification of the Board of Directors’ selection of Deloitte & Touche LLP as the Company’s independent registered public accounting firm for 2011; (3) the advisory vote on executive compensation and (4) the advisory vote on the preferred frequency of an advisory vote on executive compensation. A total of 56,001,877 votes were cast. The results with respect to each matter are set out below:

a) In an uncontested election, each of the three nominees of the Board of Directors were elected for a three-year term expiring on the date of the annual meeting in 2014. The votes were as follows:

<u>Director Nominee</u>	<u>For</u>	<u>Withheld</u>	<u>Broker non-votes</u>
Peter R. Deutsch	45,985,474	3,016,877	6,999,253
Nathan D. Leight	38,721,663	10,280,961	6,999,253
Douglas B. Mackie	26,019,387	22,983,237	6,999,253

The terms of Carl A. Albert, Jonathan W. Berger, Bruce J. Biemeck, Stephen H. Bittel and Jason G. Weiss continued after the meeting.

b) The ratification of the Board of Director’s selection of Deloitte & Touche LLP as the Company’s independent registered accounting firm for the fiscal year ending December 31, 2011 was approved with the following vote:

	<u>Number of Votes</u>
For	55,325,291
Against	595,512
Abstain	81,074
Broker non-votes	—

c) The advisory vote on executive compensation was approved with the following vote:

	<u>Number of Votes</u>
For	47,371,570
Against	1,142,848
Abstain	488,206
Broker non-votes	6,999,253

d) The stockholders selected every year as the preferred frequency of an advisory vote on executive compensation with the following vote:

	<u>Number of Votes</u>
1 Year	33,147,037
2 Years	8,259,137
3 Years	7,375,948
Abstain	220,502
Broker non-votes	6,999,253

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit
No.

Exhibit

4.1 Supplemental Indenture, dated May 6, 2011, among NASDI, LLC, Great Lakes Dredge & Dock Corporation, certain subsidiary guarantors named therein and Wells Fargo Bank, National Association

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

GREAT LAKES DREDGE & DOCK CORPORATION
(registrant)

Date: May 9, 2011

By: /s/ Bruce J. Biemeck

Name: Bruce J. Biemeck

Title: President and Chief Financial Officer

GREAT LAKES DREDGE & DOCK CORPORATION
EXHIBIT INDEX

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FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE (this “Supplemental Indenture”), dated as of May 6, 2011, among NASDI, LLC (the “New Guarantor”), a subsidiary of Great Lakes Dredge & Dock Corporation, as issuer (the “Company”), the Company, the existing Guarantors, and Wells Fargo Bank, National Association, as trustee (the “Trustee”).

WITNESSETH

WHEREAS, the Company and the existing Guarantors have heretofore executed and delivered to the Trustee an indenture (as amended, supplemented or otherwise modified, the “Indenture”), dated as of January 28, 2011 providing for the issuance of 7.375% Senior Notes due 2019 (the “Notes”);

WHEREAS, Section 4.15 of the Indenture provides that under certain circumstances the New Guarantor shall execute and deliver to the Trustee a supplemental indenture pursuant to which the New Guarantor shall unconditionally guarantee all of the obligations of the Company under the Notes and the Indenture on the terms and conditions set forth herein (the “Guarantee”); and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee, the Guarantors and the Company are authorized to execute and deliver this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the New Guarantor, the Company, the Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of each other and the Holders of the Notes as follows:

1. Defined Terms. Defined terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. Agreement to Guarantee. The New Guarantor hereby agrees, jointly and severally with all existing Guarantors (if any), to provide an unconditional Guarantee on the terms and subject to the conditions set forth in Article X of the Indenture and to be bound by all other applicable provisions of the Indenture and the Notes and to perform all of the obligations and agreements of a Guarantor under the Indenture.

3. No Recourse Against Others. No past, present or future director, manager, officer, employee, incorporator, stockholder or member of the Company, any Guarantor, any parent entity of the Company or any Subsidiary thereof, as such, shall have any liability for any obligations of the Company or the Guarantors under the Notes, the Indenture or the Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver and release may not be effective to waive liabilities under the federal securities laws.

4. Notices. All notices or other communications to the New Guarantor shall be given as provided in Section 12.02 of the Indenture.

5. Ratification of Indenture; Supplemental Indenture Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

6. GOVERNING LAW. THIS INDENTURE, THE NOTES AND THE GUARANTEES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

7. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

8. Effect of Headings. The section headings herein are for convenience only and shall not affect the construction hereof.

9. Trustee Makes No Representation. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

Dated: May 6, 2011

NEW GUARANTOR:

NASDI, LLC, a Delaware limited liability company

By: /s/ Bruce J. Biemeck

Name: Bruce J. Biemeck, Vice President and Treasurer

COMPANY:

GREAT LAKES DREDGE & DOCK CORPORATION, a Delaware corporation

By: /s/ Bruce J. Biemeck

Bruce J. Biemeck, President, Chief Financial Officer and Treasurer

GUARANTORS:

GREAT LAKES DREDGE & DOCK COMPANY, LLC, a Delaware limited liability company

By: /s/ Bruce J. Biemeck

Bruce J. Biemeck, President, Chief Financial Officer and Treasurer

DAWSON MARINE SERVICES COMPANY, a Delaware corporation

By: /s/ Bruce J. Biemeck

Bruce J. Biemeck, Senior Vice President, Chief Financial Officer and Treasurer

GREAT LAKES CARIBBEAN DREDGING, INC., a Delaware corporation

By: /s/ Bruce J. Biemeck

Bruce J. Biemeck, Senior Vice President, Chief Financial Officer and Treasurer

NASDI HOLDINGS CORPORATION, a Delaware corporation

By: /s/ Bruce J. Biemeck

Bruce J. Biemeck, Vice President, Chief Financial Officer and Treasurer

FIFTY-THREE DREDGING CORPORATION, a New Jersey corporation

By: /s/ Bruce J. Biemeck

Bruce J. Biemeck, Treasurer

TRUSTEE:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: /s/ Gregory S. Clarke

Name: Gregory S. Clarke

Title: Vice President