
**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): July 3, 2013

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 July 3, 2013, Great Lakes Dredge & Dock Corporation (the “Company”) entered into the third amendment (the “Third Amendment”) to the Company’s senior revolving credit facility dated June 4, 2012 with Wells Fargo Bank, National Association, as Administrative Agent, and the other lenders party thereto (the “Credit Agreement”). The Third Amendment amends the Credit Agreement by:

- clarifying the treatment of contingent “Bonding Obligations” for financial covenant purposes by clearly excluding such contingent obligations from the definition of “Consolidated Total Indebtedness;” and
- restating the event of default in Section 10.1(m)(i) to clarify that the surety must discontinue providing a bonding facility for the issuance of, or provide notice that it will no longer issue, bonds that are necessary for the Company’s business before this provision applies. It also clarifies that an event of default will not occur if the surety declines to issue individual bonds, so long as the Company maintains a surety bonding facility.

The foregoing description of the Third Amendment does not purport to be complete and is qualified in its entirety by reference to the complete text thereof, which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Item 9.01 — Financial Statements and Exhibits

(d) Exhibits

The following exhibits are furnished herewith:

10.1 Amendment No. 3 to Credit Agreement dated July 3, 2013.

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

/s/ William S. Steckel

William S. Steckel
Senior Vice President and
Chief Financial Officer

Date: July 10, 2013

EXHIBIT INDEX

Number

Exhibit

10.1 Amendment No. 3 to Credit Agreement dated July 3, 2013.

**AMENDMENT NO. 3
TO CREDIT AGREEMENT**

THIS AMENDMENT NO. 3 TO CREDIT AGREEMENT (this "Amendment"), dated as of July 3, 2013, is made by and among Great Lakes Dredge & Dock Corporation (the "Borrower"), the other "Credit Parties" from time to time party to the Credit Agreement referred to and defined below (together with the Borrower, the "Credit Parties"), the Lenders (as defined below) signatory hereto and Wells Fargo Bank, National Association ("Wells Fargo"), as the Administrative Agent (in such capacity, the "Administrative Agent"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement referred to and defined below.

WITNESSETH:

WHEREAS, the Borrower, the other Credit Parties, the financial institutions from time to time party thereto (collectively, the "Lenders") and Wells Fargo, as the Administrative Agent for the Lenders, as Swingline Lender and as an Issuing Lender are parties to that certain Credit Agreement, dated as of June 4, 2012 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement"); and

WHEREAS, the Borrower has requested that the Required Lenders, and subject to the terms and conditions set forth herein the Required Lenders have agreed to, amend certain provisions of the Credit Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, the terms and conditions stated herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Borrower, the other Credit Parties, the Required Lenders and the Administrative Agent, such parties hereby agree as follows:

Section 1. Amendments to the Credit Agreement. Subject to the satisfaction of each of the conditions set forth in Section 2 of this Amendment, the Credit Agreement is hereby amended as follows:

(a) Clause (a) of the definition of "Consolidated Total Indebtedness" set forth in Section 1.1 of the Credit Agreement is hereby amended and restated in its entirety as follows:

(a) all Indebtedness (other than (i) contingent Bonding Obligations and (ii) Operating Leases) of the Borrower and its Subsidiaries on a Consolidated basis which, in accordance with GAAP, should be included as liabilities in the consolidated balance sheet of the Borrower and its Subsidiaries at such time, plus

(b) Clause (i) of Section 10.1(m) of the Credit Agreement is hereby amended and restated in its entirety as follows:

(i) Any Surety for the Borrower and its Subsidiaries discontinues providing a bonding facility for the issuance of, or notifies the Borrower and its

Subsidiaries that it will no longer issue, bonds, undertakings or instruments of guaranty which are necessary for the operation of the business of the Borrower and its Subsidiaries and the Borrower and its Subsidiaries fail to cause another Person reasonably acceptable to the Administrative Agent (provided that any such Person shall be deemed to be acceptable if its bonds, undertakings or instruments of guaranty are accepted by contract providers for the Borrower and its Subsidiaries) to issue such bonds, undertakings or instruments of guaranty within 90 days of the date that such original Surety discontinued providing a bonding facility for the issuance of, or notified the Borrower and its Subsidiaries that it will no longer issue, such bonds, undertakings or instruments of guaranty; provided, however, that it shall not be an Event of Default if the Surety declines to furnish individual bonds, undertakings or instruments of guarantee so long as the Borrower and its Subsidiaries maintains a bonding facility as indicated above; or

Section 2. Effectiveness of this Amendment; Conditions Precedent. The provisions of Section 1 of this Amendment shall be deemed to have become effective as of the date first written above (the "Effective Date"), but such effectiveness shall be expressly conditioned upon the Administrative Agent's receipt, in form and substance reasonably acceptable to the Administrative Agent, of counterparts of this Amendment duly executed by the Borrower, the other Credit Parties and the Required Lenders.

Section 3. Representations and Warranties.

(a) The Borrower and each other Credit Party hereby represents and warrants that this Amendment and the Credit Agreement as amended hereby (collectively, the "Amendment Documents") constitute legal, valid and binding obligations of the Borrower and the other Credit Parties enforceable against the Borrower and the other Credit Parties in accordance with their terms.

(b) The Borrower and each other Credit Party hereby represents and warrants that its execution and delivery of this Amendment, and the performance of the Amendment Documents, have been duly authorized by all proper corporate or limited liability company action, do not violate any provision of its organizational documents, will not violate any law, regulation, court order or writ applicable to it, and will not require the approval or consent of any governmental agency, or of any other third party under the terms of any contract or agreement to which it or any of its Affiliates is bound (which has not been previously obtained), including without limitation, the Bonding Agreement, the Wells Fargo Documents and the Note Indenture.

(c) The Borrower and each other Credit Party hereby represents and warrants that before and after giving effect to the provisions of this Amendment, (i) no Default or Event of Default has occurred and is continuing or will have occurred and be continuing and (ii) all of the representations and warranties of the Borrower and each other Credit Party contained in the Credit Agreement and in each other Loan Document (other than representations and warranties which, in accordance with their express terms, are made only as of an earlier specified date) are, and will be, true and correct as of the date of its execution and delivery hereof or thereof in all material respects as though made on and as of such date.

Section 4. Reaffirmation, Ratification and Acknowledgment. The Borrower and each other Credit Party hereby (a) ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under each Loan Document to which it is a party, (b) agrees and acknowledges that such ratification and reaffirmation is not a condition to the continued effectiveness of such Loan Documents and (c) agrees that neither such ratification and reaffirmation, nor the Administrative Agent's, or any Lender's solicitation of such ratification and reaffirmation, constitutes a course of dealing giving rise to any obligation or condition requiring a similar or any other ratification or reaffirmation from the Borrower or such other Credit Parties with respect to any subsequent modifications to the Credit Agreement or the other Loan Documents. Except as modified hereby, the Credit Agreement is in all respects ratified and confirmed, and the Credit Agreement as modified by this Amendment shall be read, taken and so construed as one and the same instrument. Each of the Loan Documents shall remain in full force and effect and are hereby ratified and confirmed. Neither the execution, delivery nor effectiveness of this Amendment shall operate as a waiver of any right, power or remedy of the Administrative Agent or the Lenders, or of any Default or Event of Default (whether or not known to the Administrative Agent or the Lenders), under any of the Loan Documents, except as specifically set forth herein. From and after the effectiveness of this Amendment, (x) each reference in the Credit Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import shall mean and be a reference to the Credit Agreement, as amended hereby and (y) all references to the Credit Agreement appearing in any other Loan Document, or any other document, instrument or agreement executed and/or delivered in connection therewith, shall mean and be a reference to the Credit Agreement, as amended hereby.

Section 5. Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Section 6. Administrative Agent's Expenses. The Borrower hereby agrees to promptly reimburse the Administrative Agent for all of the reasonable and documented out-of-pocket expenses (including the reasonable fees, charges and disbursements of counsel for the Administrative Agent) it has heretofore or hereafter incurred or incurs in connection with the preparation, negotiation and execution of this Amendment and the other documents, agreements and instruments contemplated hereby.

Section 7. Counterparts. This Amendment may be executed in counterparts, each of which shall be an original and all of which when together shall constitute one and the same agreement among the parties. Delivery of any executed counterpart of a signature page of this Amendment by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

GREAT LAKES DREDGE & DOCK CORPORATION, as
Borrower

By: /s/ William S. Steckel

Name: William S. Steckel

Title: Senior Vice President and Chief Financial Officer

**GREAT LAKES DREDGE & DOCK
ENVIRONMENTAL, INC.**, as a Credit Party

By: /s/ William S. Steckel

Name: William S. Steckel

Title: Senior Vice President and Chief Financial Officer

GREAT LAKES DREDGE & DOCK COMPANY, LLC, as a
Credit Party

By: /s/ William S. Steckel

Name: William S. Steckel

Title: Senior Vice President and Chief Financial Officer

DAWSON MARINE SERVICES COMPANY, as a Credit
Party

By: /s/ Catherine M. Hoffman

Name: Catherine M. Hoffman

Title: President

NASDI HOLDINGS CORPORATION, as a
Credit Party

By: /s/ William S. Steckel

Name: William S. Steckel

Title: Chief Financial Officer

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NASDI, LLC, as a Credit Party

By: /s/ William S. Steckel

Name: William S. Steckel

Title: Vice President

FIFTY-THREE DREDGING CORPORATION, as a Credit Party

By: /s/ Paul E. Dinkel

Name: Paul E. Dinkel

Title: Vice President

YANKEE ENVIRONMENTAL SERVICES, LLC, as a Credit Party

By: /s/ William S. Steckel

Name: William S. Steckel

Title: Chief Financial Officer

TERRA CONTRACTING SERVICES, LLC, as a Credit Party

By: /s/ Katherine M. Hayes

Name: Katherine M. Hayes

Title: Treasurer

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WELLS FARGO BANK, NATIONAL ASSOCIATION, as
Administrative Agent and as a Lender

By: /s/ Sushim R. Shah

Name: Sushim R. Shah

Title: VP

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BANK OF AMERICA, N.A., as a Lender

By: /s/ Jonathan M. Phillips

Name: Jonathan M. Phillips

Title: Senior Vice President

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By: /s/ Patrick Flaherty

Name: Patrick Flaherty

Title: Vice President

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By: /s/ Shahrokh Shah

Name: Shahrokh Shah

Title: Managing Director

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FIFTH THIRD BANK, as a Lender

By: /s/ Robert R. Mangers

Name: Robert R. Mangers

Title: Vice President

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DEUTSCHE BANK AG, NEW YORK BRANCH, as a
Lender

By: /s/ Michael Winters

Name: Michael Winters

Title: Vice President

By: /s/ Peter Cucchiara

Name: Peter Cucchiara

Title: Vice President

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