

Great Lakes Dredge & Dock CORP  
Form 8-K  
July 10, 2013

**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.)

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**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))

**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.

Date: July 10, 2013

GREAT LAKES DREDGE & DOCK CORPORATION

/s/ William S. Steckel  
William S. Steckel  
Senior Vice President and  
Chief Financial Officer

**EXHIBIT INDEX**

<b>Number</b>	<b>Exhibit</b>
10.1	Amendment No. 3 to Credit Agreement dated July 3, 2013.