
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 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) June 20, 2007

GIBRALTAR INDUSTRIES, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

0-22462
(Commission File Number)

16-1445150
(IRS Employer Identification
No.)

3556 Lake Shore Road
P.O. Box 2028
Buffalo, New York 14219-0228
(Address of principal executive offices) (Zip Code)

(716) 826-6500
(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 8.01 Other Events

Amendment of the Gibraltar Steel Corporation Incentive Stock Option Plan

On June 15, 2007, the Company adopted the First Amendment (the "ISOP Amendment") to the Fifth Amendment and Restatement of the Gibraltar Steel Corporation Incentive Stock Option Plan (the "Incentive Stock Option Plan"). The ISOP Amendment modifies the manner in which an option holder ("Optionee") may pay the exercise price payable in connection with the exercise of any option outstanding under the Incentive Stock Option Plan.

As a result of the ISOP Amendment, an Optionee may exercise his or her option (i) by delivery to the Company of cash or a certified or bank check payable to the order of the Company in an amount equal to the purchase price payable in connection with the exercise of such option; (ii) by delivery to the Company of previously acquired shares of the Company's Common Stock having an aggregate fair market value equal to the purchase price payable in connection with the exercise of such option; (iii) to the extent permitted under applicable law, through any cashless exercise sale and remittance procedure that the Committee, in its discretion, may from time to time approve; and (iv) by a "net exercise" arrangement whereby the number of shares of Common Stock issued to the Optionee will be reduced by the Company's retention of a portion of such shares otherwise issuable in connection with the exercise of the option having an aggregate fair market value equal to the sum of: (A) the purchase price for the shares (including retained shares) which are to be issued upon the exercise of the option; and (B) the aggregate amount of the statutory minimum withholding taxes payable in connection with the Optionee's payment of the purchase price using the "net exercise" arrangement.

A copy of the ISOP Amendment is filed as Exhibit 10.1 hereto and incorporated herein by reference.

Amendment of the Gibraltar Steel Corporation Non-Qualified Stock Option Plan

On June 15, 2007, the Company adopted the Second Amendment (the "NQSOP Amendment") to the Second Amendment and Restatement of the Gibraltar Steel Corporation Non-Qualified Stock Option Plan (the "Non-Qualified Stock Option Plan"). The NQSOP Amendment modifies the manner in which an option holder ("Optionee") may pay the exercise price payable in connection with the exercise of any option outstanding under the Non-Qualified Stock Option Plan.

As a result of the NQSOP Amendment, an Optionee may exercise his or her option (i) by delivery to the Company of cash or a certified or bank check payable to the order of the Company in an amount equal to the purchase price payable in connection with the exercise of such option; (ii) by delivery to the Company of previously acquired shares of the Company's Common Stock having an aggregate fair market value equal to the purchase price payable in connection with the exercise of such option; (iii) to the extent permitted under applicable law, through any cashless exercise sale and remittance procedure that the Committee, in its discretion, may from time to time approve; and (iv) by a "net exercise" arrangement whereby the number of shares of Common Stock issued to the Optionee will be reduced by the Company's retention of a

portion of such shares otherwise issuable in connection with the exercise of the option having an aggregate fair market value equal to the sum of: (A) the purchase price for the shares (including retained shares) which are to be issued upon the exercise of the option; and (B) the aggregate amount of the statutory minimum withholding taxes payable in connection with the Optionee's payment of the purchase price using the "net exercise" arrangement.

A copy of the NQSOP Amendment is filed as Exhibit 10.2 hereto and incorporated herein by reference.

ITEM 9.01 Financial Statements and Exhibits

- (a) Not Applicable.
- (b) Not Applicable
- (c) Exhibits

Exhibit No.	Description
10.1	Amendment of the Gibraltar Steel Corporation Incentive Stock Option Plan
10.2	Amendment of the Gibraltar Steel Corporation Non-Qualified Stock Option Plan

SIGNATURES

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

Dated: June 20, 2007

GIBRALTAR INDUSTRIES, INC.

/s/ David W. Kay

Name: David W. Kay

Title: *Executive Vice President,*

Chief Financial Officer and Treasurer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
Exhibit 10.1	Amendment of the Gibraltar Steel Corporation Incentive Stock Option Plan
Exhibit 10.2	Amendment of the Gibraltar Steel Corporation Non-Qualified Stock Option Plan

GIBRALTAR STEEL CORPORATION
INCENTIVE
STOCK OPTION PLAN

First Amendment to
Fifth Amendment and Restatement

RECITALS:

Gibraltar Steel Corporation, a Delaware corporation with offices at 3556 Lake Shore Road, Buffalo, New York 14219 (now known as Gibraltar Industries, Inc. (the "Company")) adopted an incentive stock option plan known as the "Gibraltar Steel Corporation Incentive Stock Option Plan (the "Plan") on September 21, 1993 to enable the Company to attract and retain highly qualified individuals as officers and key employees of the Company by providing such officers and key employees an equity based form of incentive compensation.

Prior to the date hereof, the Company has amended and restated the Plan for the purpose of making certain technical changes to the terms of the Plan, to modify the manner in which the Plan is administered and to provide for an increase in the number of shares of common stock, par value \$.01 per share of the Company (hereinafter the "Common Stock") which may be issued upon the exercise of options granted pursuant to the terms of the Plan from 400,000 shares (the aggregate number of shares of Common Stock which the Company was authorized to issue upon the exercise of options granted under the terms of the Plan as adopted on September 21, 1993) to 1,475,000.

The Company now desires to amend the Plan effective as of June 1, 2007 to modify the manner in which the exercise price payable in connection with the exercise of any options may be paid.

NOW, THEREFORE, in consideration of the foregoing, the Company hereby adopts the following as the first Amendment to the Fifth Amendment and Restatement of the Gibraltar Steel Corporation Incentive Stock Option Plan effective as of June 15, 2007:

1. Section 8 of the Plan is hereby amended by deleting the same in its entirety and substituting therefore a new Section 8 to read as follows:

"1. Exercise of Option. Options shall be exercised as follows:

(a) Notice. Each option, or any installment thereof, shall be exercised, whether in whole or in part, by giving written notice to the Company at its principal office, specifying the options being exercised (by reference to the date of the grant of the option), the number of shares to be purchased, the purchase price being paid in connection with the exercise of the option and the manner of payment of the purchase price elected by the Optionee. Each such notice shall also contain representations on behalf of the Optionee that he acknowledges that the Company is selling the shares being acquired by him under a claim of exemption from registration under the

Securities Act of 1933 as amended (the “Act”), as a transaction not involving any public offering; that he represents and warrants that he is acquiring such shares with a view to “investment” and not with a view to distribution or resale; and that he agrees not to transfer, encumber or dispose of the shares unless: (i) a registration statement with respect to the shares shall be effective under the Act, together with proof satisfactory to the Company that there has been compliance with applicable state law; or (ii) the Company shall have received an opinion of counsel in form and content satisfactory to the Company to the effect that the transfer qualifies under Rule 144 or some other disclosure exemption from registration and that no violation of the Act or applicable state laws will be involved in such transfer, and/or such other documentation in connection therewith as the Company’s counsel may in its sole discretion require.

(b) **Payment.** Payment of the purchase price for shares of Common Stock to be acquired in connection with the exercise of any options granted under this Plan (including, specifically, options granted prior to September 21, 2003) may be made using any of the following payment methods, whichever is elected by the Optionee in the notice of exercise which is delivered to the Company: (i) by delivery to the Company of cash or a certified or bank check payable to the order of the Company in an amount equal to the portion of the purchase price which is payable in connection with the exercise of such option; (ii) by delivery to the Company of previously acquired shares of the Company’s Common Stock having an aggregate fair market value equal to the portion of the purchase price which is payable in connection with the exercise of such option, provided that such previously acquired shares of Common Stock have been held by the Optionee for such period of time as may be required by the Committee at the time such shares are delivered to the Company in connection with the Optionee’s exercise of his/her option hereunder; (iii) to the extent permitted under applicable law, through any cashless exercise sale and remittance procedure that the Committee, in its discretion, may from time to time approve; (iv) by a “net exercise” arrangement pursuant to which the number of shares of Common stock issued to the Optionee in connection with the Optionee’s exercise of the Option will be reduced by the Company’s retention of a portion of the shares of the Company’s Common Stock to be issued in connection with the exercise of such option, which shares of Common Stock have an aggregate fair market value equal to the sum of: (A) the total exercise price payable for that number of shares of the Company’s Common Stock (including retained shares) which is to be issued upon the exercise by the Optionee of the number of options identified by the Optionee in the exercise notice; and (B) the aggregate amount of the statutory minimum withholding taxes payable in connection with the Optionee’s payment of the purchase price for the exercise of his options using the “net exercise” arrangement provided for by this Section 8(b)(iii); or (v) any other method of payment as the Committee may, from time to time approve. In connection with payment by an Optionee of the purchase price due in connection with the exercise of an option using the “net exercise” arrangement provided for above, the option shall be deemed to have been exercised by the Optionee with respect to the shares of Common Stock used to pay the exercise price, the shares of Common Stock used to satisfy the Company’s statutory minimum withholding tax obligations and the shares of Common Stock issued to the Optionee in connection with the “net exercise” arrangement. If shares of the Company’s Common Stock are delivered (or retained by the Company) as payment of the purchase price for shares of Common Stock to be acquired in connection with the exercise of options granted hereunder, the shares of Common Stock which are delivered (or retained by the Company) in payment of such purchase price shall be equal in value to the fair market value (determined in accordance with the principles set forth in Section 6 hereof) of the Common

Stock on the day immediately preceding the day on which such Common Stock is delivered (or retained by the Company) in connection with the exercise of options granted hereunder.

(c) Issuance of Certificates. Certificates representing the shares purchased by the Optionee shall be issued as soon as practicable after the Optionee has complied with the provisions of Section 8(a) hereof.

(d) Rights as a Stockholder. The Optionee shall have no rights as a stockholder with respect to the shares of Common Stock purchased until the date of the issuance to him of a certificate representing such shares.”

2. Except as otherwise provided in Section 1 above, the terms of the Plan as contained in the Fifth Amendment and Restatement of the Plan effective as of January 1, 2000, shall continue in full force and effect without modification or amendment.

IN WITNESS WHEREOF, the undersigned has executed this Plan by and on behalf of the Company on and as of the 15th day of June, 2007.

GIBRALTAR INDUSTRIES, INC.

/s/ David W. Kay

Name: David W. Kay

Title: *Executive Vice President,*

Chief Financial Officer and Treasurer

GIBRALTAR STEEL CORPORATION NON-QUALIFIED
STOCK OPTION PLAN

Second Amendment to
Second Amendment and Restatement

RECITALS:

On September 21, 1993, Gibraltar Steel Corporation, a Delaware corporation with offices at 3556 Lake Shore Road, Buffalo, New York 14219 (now known as Gibraltar Industries, Inc. (the "Company")) adopted a non-qualified stock option plan known as the "Gibraltar Steel Corporation Non-Qualified Stock Option Plan" (the "Non-Qualified Option Plan") to enable the Company to attract and retain highly qualified individuals as members of the Board of Directors of the Company by providing the Company a program under which it could grant equity based incentive compensation to such individuals.

In connection with the adoption by the Company of the Gibraltar Industries, Inc. 2005 Equity Incentive Plan, the Company amended the Plan to prohibit the issuance of any additional options effective as of May 19, 2006.

The Company now desires to amend the Plan effective as of June 1, 2007 to modify the manner in which the exercise price payable in connection with the exercise of any options may be paid.

NOW, THEREFORE, in order to carry into effect the termination of the Non-Qualified Option Plan, the Company hereby adopts the following as the Second Amendment to the Second Amendment and Restatement of the Non-Qualified Option Plan effective as of June 15, 2007:

1. Section 8 of the Plan is hereby amended by deleting the same in its entirety and substituting therefore a new Section 8 to read as follows:

"1. Exercise of Option. Options shall be exercised as follows:

(a) Notice. Each option, or any installment thereof, shall be exercised, whether in whole or in part, by giving written notice to the Company at its principal office, specifying the options being exercised (by reference to the date of the grant of the option), the number of shares to be purchased, the purchase price being paid in connection with the exercise of the option and the manner of payment of the purchase price elected by the Optionee. Each such notice shall also contain representations on behalf of the Optionee that he acknowledges that the Company is selling the shares being acquired by him under a claim of exemption from registration under the Securities Act of 1933 as amended (the "Act"), as a transaction not involving any public offering; that he represents and warrants that he is acquiring such shares with a view to "investment" and not with a view to distribution or resale; and that he agrees not to transfer, encumber or dispose of the shares unless: (i) a registration statement with respect to the shares

shall be effective under the Act, together with proof satisfactory to the Company that there has been compliance with applicable state law; or (ii) the Company shall have received an opinion of counsel in form and content satisfactory to the Company to the effect that the transfer qualifies under Rule 144 or some other disclosure exemption from registration and that no violation of the Act or applicable state laws will be involved in such transfer, and/or such other documentation in connection therewith as the Company's counsel may in its sole discretion require.

(b) Payment. Payment of the purchase price for shares of Common Stock to be acquired in connection with the exercise of any options granted under this Plan (including specifically, options granted prior to May 19, 2006) may be made using any of the following payment methods, whichever is elected by the Optionee in the notice of exercise which is delivered to the Company: (i) by delivery to the Company of cash or a certified or bank check payable to the order of the Company in an amount equal to the portion of the purchase price which is payable in connection with the exercise of such option; (ii) by delivery to the Company of previously acquired shares of the Company's Common Stock having an aggregate fair market value equal to the portion of the purchase price which is payable in connection with the exercise of such option, provided that such previously acquired shares of Common Stock have been held by the Optionee for such period of time as may be required by the Committee at the time such shares are delivered to the Company in connection with the Optionee's exercise of his/her option hereunder; (iii) to the extent permitted under applicable law, through any cashless exercise sale and remittance procedure that the Committee, in its discretion, may from time to time approve; (iv) by a "net exercise" arrangement pursuant to which the number of shares of Common stock issued to the Optionee in connection with the Optionee's exercise of the Option will be reduced by the Company's retention of a portion of the shares of the Company's Common Stock to be issued in connection with the exercise of such option, which shares of Common Stock have an aggregate fair market value equal to the sum of: (A) the total exercise price payable for that number of shares of the Company's Common Stock (including retained shares) which is to be issued upon the exercise by the Optionee of the number of options identified by the Optionee in the exercise notice; and (B) the aggregate amount of the statutory minimum withholding taxes payable in connection with the Optionee's payment of the purchase price for the exercise of his options using the "net exercise" arrangement provided for by this Section 8(b)(iii); or (v) any other method of payment as the Committee may, from time to time approve. In connection with payment by an Optionee of the purchase price due in connection with the exercise of an option using the "net exercise" arrangement provided for above, the option shall be deemed to have been exercised by the Optionee with respect to the shares of Common Stock used to pay the exercise price, the shares of Common Stock used to satisfy the Company's statutory minimum withholding tax obligations and the shares of Common Stock issued to the Optionee in connection with the "net exercise" arrangement. If shares of the Company's Common Stock are delivered (or retained by the Company) as payment of the purchase price for shares of Common Stock to be acquired in connection with the exercise of options granted hereunder, the shares of Common Stock which are delivered (or retained by the Company) in payment of such purchase price shall be equal in value to the fair market value (determined in accordance with the principles set forth in Section 6 hereof) of the Common Stock on the day immediately preceding the day on which such Common Stock is delivered (or retained by the Company) in connection with the exercise of options granted hereunder.

(c) Issuance of Certificates. Certificates representing the shares purchased by the

Optionee shall be issued as soon as practicable after the Optionee has complied with the provisions of Section 8(a) hereof.

(d) Rights as a Stockholder. The Optionee shall have no rights as a stockholder with respect to the shares of Common Stock purchased until the date of the issuance to him of a certificate representing such shares.”

2. Except as otherwise provided in Section 1 above, the terms of the Plan as contained in the Second Amendment and Restatement of the Plan effective as of February 11, 1997, as amended, by the First Amendment to the Second Amendment and Restatement of the Plan effective as of May 19, 2006 shall be and remain in full force and effect, without modification or amendment.

IN WITNESS WHEREOF, Gibraltar Industries, Inc. has caused this Second Amendment to the Second Amendment and Restatement of the Gibraltar Steel Corporation Non-Qualified Stock Option Plan to be executed as of this 15th day of June, 2007.

GIBRALTAR INDUSTRIES, INC.

/s/ David W. Kay

Name: David W. Kay

Title: *Executive Vice President,*

Chief Financial Officer and Treasurer