
**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) August 9, 2011 (August 8, 2011)

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 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

Gibraltar Industries, Inc. approved a new Gibraltar Industries, Inc. 2005 Equity Incentive Plan Form of Award (Retirement) (the “New Award”). The New Award will replace the form of award for restricted stock units (retirement) granted to the Company’s executive officers prior to August 8, 2011. The New Award does not modify any previously issued awards under the Gibraltar Industries, Inc. 2005 Equity Incentive Plan. The New Award will be used for future grants of restricted stock units (retirement) including awards made August 8, 2011. The New Award contains certain changes to the form of award agreement previously used, including but not limited to, adding certain requirements that must be met in order for restrictions on the related restricted stock units to lapse, adding additional events that can cause the forfeiture of restricted stock units, removing provisions relating to tax gross ups and certain other technical changes. All awards of restricted stock units are made pursuant to the shareholder approved Gibraltar Industries, Inc. 2005 Equity Incentive Plan, which, as amended and restated, was filed with the Securities and Exchange Commission as Exhibit 10.1 to the Company’s Current Report on Form 8-K filed on May 21, 2009. The form of Gibraltar Industries, Inc. 2005 Equity Incentive Plan Form of Award (Retirement) is attached hereto as Exhibit 10.1 and is incorporated herein by reference. The description in this Current Report on Form 8-K of the form of Gibraltar Industries, Inc. 2005 Equity Incentive Plan Form of Award (Retirement) is qualified in its entirety by reference to the attached form of the agreement.

Item 9.01 Financial Statements and Exhibits

- (a) Not Applicable
- (b) Not Applicable
- (c) Not Applicable
- (d) Exhibits:

10.1 - Gibraltar Industries, Inc. 2005 Equity Incentive Plan Form of Award (Retirement)

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: August 9, 2011

GIBRALTAR INDUSTRIES, INC.

By: /s/ Kenneth W. Smith
Kenneth W. Smith
Senior Vice President and Chief Financial Officer

GIBRALTAR INDUSTRIES, INC.
2005 EQUITY INCENTIVE PLAN

Award of Restricted Units

THIS AWARD made to _____ (the "Recipient") as of this __ day of _____, 20__.

Recitals:

Effective as of April 1, 2005 the Company adopted an equity based incentive plan known as the Gibraltar Industries, Inc. 2005 Equity Incentive Plan (the "Plan").

Under the terms of the Plan, the Committee is authorized to grant equity based compensation awards to Eligible Persons.

The Committee has approved the issuance of an award of _____ (_____) Restricted Units to the Recipient to supplement the retirement benefits which the Recipient is entitled to receive under the terms of the Company's retirement plans.

The Plan provides that the terms and conditions of each Award are to be specified in a written instrument.

The Award of Restricted Units to the Recipient are subject to the terms and conditions contained in this instrument.

Grant of Award:

NOW, THEREFORE, the Company hereby grants to the Recipient, _____ (_____) Restricted Units on the following terms and conditions:

1. Award of Restricted Units. Subject to the terms and conditions of this Award instrument ("Instrument"), the Recipient is hereby granted an Award of _____ (_____) Restricted Units. Any reference in this Instrument to Restricted Units shall be deemed to refer only to the Restricted Units granted pursuant to the Award reflected in this Instrument together with any Dividend Equivalent Units attributable to such Restricted Units and any additional Restricted Units credited to the Recipient with respect to the Restricted Units referred to above pursuant to the anti-dilution provisions of the Plan.

2. Restriction on Transfer. Except as set forth in Section 3 below, the Restricted Units shall be subject to the Restrictions on transfer set forth in Section 5.02 of the Plan.

3. Lapse of Restrictions Upon Certain Terminations of Employment. Notwithstanding any provisions of Section 5.06 of the Plan to the contrary, if the Recipient's employment with the Company is terminated due to his death or disability, the Restrictions on any Restricted Units which have not lapsed as of the date the Recipient's employment is terminated for either such reasons shall lapse on the date the Recipient's employment with the Company is terminated for either such reasons. In addition (and notwithstanding any provisions of Section 5.06 of the Plan to the contrary), if: (a) the Recipient retires from his employment with the Company at any time on or after the latest to occur of: (i) the date the Recipient attains age sixty (60); (ii) the end of the five (5) year period beginning on the date the Recipient is hired by the Company; and (iii) the end of the one year period beginning on the date of this Award, then (b) the restrictions on any Restricted Units which have not lapsed as of the date the Recipient's retires from his employment with the Company shall lapse on the first day following the date the Recipient retires from his employment with the Company. Finally, if the Recipient's employment with the Company or its Affiliate is

terminated by the Company for any reason other than “for cause” as defined in Section 4 below, the Restrictions on any Restricted Units which have not lapsed as of the date the Recipient’s employment with the Company is terminated shall lapse on the first day following the date the Recipient’s employment is terminated by the Company for any reason other than “for cause”.

4. Forfeiture of Restricted Units on Certain Terminations of Employment. (a) If the Recipient’s employment with the Company is terminated “for cause” as defined in the following sentence, any and all Restricted Units credited to the bookkeeping account established for the Recipient in connection with this Award shall be forfeited as of the date the Recipient’s employment is terminated “for cause”. For purposes of this Award, the Recipient’s employment with the Company shall be deemed to have been terminated “for cause” if the Committee determines (and provides the Recipient a written statement of its determination) that the Recipient has engaged in egregious acts or omissions which have resulted in material injury to the Company and its business.

(b) If the Recipient terminates his employment with the Company at any time prior to the latest to occur of: (i) the date the Recipient attains age sixty (60); (ii) the end of the five (5) year period beginning on the date the Recipient is hired by the Company; and (iii) the end of the one year period beginning on the date of this Award, then any and all Restricted Units credited to the bookkeeping account established for the Recipient in connection with this Award shall be forfeited as of the date the Recipient’s employment is terminated.

5. Lapse of Restrictions Upon a Change in Control. As provided for by Article 9 of the Plan, upon the occurrence of a Change in Control, the Restrictions applicable to any of the Restricted Units granted to the Recipient pursuant to this Instrument shall lapse on the date the Change in Control occurs.

6. Form of Payment. Except as otherwise provided by Article 9 of the Plan, upon the lapse of the Restrictions on Restricted Units contained in this Award, the Company shall issue to the Recipient a stock certificate representing the number of Shares of Common Stock represented by the Restricted Units (and related Dividend Equivalent Units) with respect to which the Restrictions have lapsed, together with cash equal to the Fair Market Value, determined as of the date the Restrictions have lapsed, of any fractional Restricted Units as to which the Restrictions have lapsed.

7. Applicability of the Plan. Except as otherwise provided by this Instrument, the terms of the Plan shall apply to the Award described in this Instrument and the rights of the Recipient with respect to such Award. This Instrument, together with the Plan, contains all the terms and conditions of the Award described herein and the rights of the Recipient with respect to such Award.

8. Notices. Any notices or other communications given in connection with this Agreement shall be mailed, and shall be sent by registered or certified mail, return receipt requested, to the indicated address as follows:

If to the Company:
Gibraltar Industries, Inc.
3556 Lake Shore Road
P.O. Box 2028
Buffalo, New York 14219
Attn: Corporate Secretary

If to the Recipient:

or to such changed address as to which either party has given notice to the other party in accordance

with this Section 8. All notices shall be deemed given when so mailed, except that a notice of a change of address shall be deemed given when received.

9. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meaning provided to such terms by the Plan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on and as of the day and year first set forth above.

GIBRALTAR INDUSTRIES, INC.

By: _____