

**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: June 1, 2005

Commission File No. 001-13783

INTEGRATED ELECTRICAL SERVICES, INC.

(Exact name of registrant as specified in its charter)

DELAWARE
**(State or other jurisdiction of
incorporation or organization)**

76-0542208
(I.R.S. Employer Identification No.)

**1800 West Loop South
Suite 500
Houston, Texas 77027**
(Address of principal executive offices) (zip code)

Registrant's telephone number, including area code: (713) 860-1500

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 June 1, 2005, Integrated Electrical Services, Inc. (the "Company") and H. Roddy Allen entered into a consulting agreement (the "Consulting Agreement") which will become effective July 1, 2005 in connection with Mr. Allen's June 30, 2005 resignation and retirement as President, Chief Executive Officer and Director of the Company (as described in Item 5.02 of this Current Report on Form 8-K). Pursuant to the Consulting Agreement, Mr. Allen has agreed to assist the Company in, among other things, (i) effecting divestitures of certain Company subsidiaries, (ii) representing the Company in negotiations with, and identifying, potential surety providers and (iii) making general assessments and recommendations to improve Company business processes and practices. In return for providing such services, Mr. Allen will receive compensation including a retainer of \$145,000.00, a monthly consulting fee of \$40,000.00, health care coverage, a Company vehicle and expense reimbursement. The term of the Consulting Agreement is 12 months.

The description of the Consulting Agreement provided in this item 1.01 is qualified in its entirety by reference to the Consulting Agreement itself, which is filed as Exhibit 10.1 to this Current Report on Form 8-K.

Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.

H. Roddy Allen, President, Chief Executive Officer and director resigned his positions with the Company and is retiring effective June 30, 2005. The Company's Board of Directors has appointed C. Byron Snyder to the offices of President and Chief Executive Officer effective upon Mr. Allen's retirement. In connection with these management changes, the Company has also appointed Gregory H. Upham, CPA, to the office of Vice President and Chief Accounting Officer, effective June 8, 2005, and promoted Bob Callahan to the office of Senior Vice President of Human Resources.

Additionally, the Board of Directors has accepted the resignation of Donald C. Trauscht from the Company's Board of Directors effective June 3, 2005.

Mr. Snyder, age 56, is the founder of IES and has been Chairman of the Board since its inception in 1997. Mr. Snyder previously served as a founding member and Senior Managing Director of Main Street Equity Ventures II, LP, a Houston-based private equity investment firm and was the President and owner of Sterling City Capital, L.L.C., a private investment company. Mr. Snyder was owner and President of Relco Refrigeration Co., a distributor of refrigerator equipment, from 1992 to 1998. Prior to 1992, Mr. Snyder was the owner and Chief Executive Officer of Southwestern Graphics International, Inc., a diversified holding company which owned Brandt & Lawson Printing Co., a Houston-based general printing business, and Acco Waste Paper Company, an independent recycling business. Brandt & Lawson Printing Co. was sold to Hart Graphics in 1989, and Acco Waste Paper Company was sold to Browning-Ferris Industries in 1990.

Mr. Snyder is general partner of the 1996 Snyder Family Partnership Ltd., a Delaware limited partnership, which owns a majority interest in Comercial America Insurance Company, a commercial insurance company that sub-leases office space from the Company at its corporate offices. The lease provides for lease payments in the aggregate amount of \$5,000 per month. The lease may be cancelled by either party upon 30 days notice.

Prior to joining the Company, Mr. Upham, age 34, held various financial positions within multiple industries. Since 2004, he served as a consultant for Game Ventures, Inc., a start up in the video game development industry. From 2000 to 2003, he held the positions of Chief Financial Officer, Treasurer, and Corporate Controller for Hostcentric, Inc., one of the largest privately held Internet infrastructure service providers. Prior to that, Mr. Upham held positions with Coach USA and Arthur Andersen LLP.

Mr. Callahan, age 47, has been the Company's Vice President of Human Resources since February 2005 and was Vice President of Employee Relations since 2004. He has been with the Company since 2001, after having spent 11 years with the H.E. Butt Grocery Company where he served as Director of Human Resources. Mr. Callahan has also served as a faculty member at the University of Texas at San Antonio where he taught Employment Law, Human Resources Management and Business Communications.

Other than the Consulting Agreement described in Item 1.01 of this Current Report on Form 8-K, the Company did not enter into any new employment, or similar, agreements in connection with these management changes.

Item 7.01 Regulation FD Disclosure

On June 2, 2005, the Company issued a press release announcing the management changes discussed in Item 5.02 of this Current Report on Form 8-K. This press release is furnished as Exhibit 99.1 hereto and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(c) Exhibits.

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
10.1	Consulting Agreement dated June 1, 2005.
99.1	Press release, dated June 2, 2005.

SIGNATURES

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

INTEGRATED ELECTRICAL SERVICES, INC.

By: /s/ David A. Miller

David A. Miller
Senior Vice President and
Chief Financial Officer

Dated: June 7, 2005

EXHIBIT INDEX

Exhibit Number	Description of Exhibit
10.1	Consulting Agreement dated June 1, 2005.
99.1	Press release, dated June 2, 2005.

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is entered to be effective as of July 1, 2005, by and between Integrated Electrical Services, Inc. (hereinafter "IES"), a Delaware corporation, IES Management, L.P. a Texas Limited Partnership, and Herbert R. ("Roddy") Allen (hereinafter "Consultant").

RECITALS

Whereas Consultant is an officer and director of IES, as well as an officer and director of subsidiaries of IES (collectively the IES Companies), and has voluntarily resigned his employment and all positions with the IES Companies as of June 30, 2005, and all obligations under his Amended and Restated Employment Agreement effective as of January 30, 2003 have been fulfilled and it has terminated with no further obligations or restrictions applicable to either party as of the date of his resignation, and

Consultant and IES desire to document their agreement in writing, and

Consultant has expertise in the area of IES' business and is willing to provide consulting services to IES to facilitate the accomplishment of a discrete segment of business, and it is contemplated the Consultant will devote the necessary time in fulfillment of this Agreement, and

IES is willing to engage Consultant as an independent contractor, and not as an employee, on the terms and conditions set forth herein.

AGREEMENT

In consideration of the foregoing and of the mutual promises set forth herein, and intending to be legally bound, the parties hereto agree as follows:

1. Terms And Scope Of Services

a. This Agreement shall control and govern all work performed by Consultant under subsequent verbal or written orders or agreements for any type of service performed. No subsequent variance from, amendment to or modification of this Agreement shall be binding upon the IES Companies unless it is in writing, expressly provides that it is intended as a variance, amendment or modification and is executed by a fully authorized representative of IES Companies.

b. The term of this Agreement and scope of services to be provided hereunder is set forth in "Exhibit A" and as further modified and amended under subsequent written agreements between the parties.

2. Term; Termination; Rights on Termination. This Agreement will commence on the date first written above, and unless modified by the mutual written agreement of the parties, shall continue for a period of twelve (12) months. This Agreement may be terminated at any time, with or without cause, by either Party with ten (10) days written notice to the other party.

In the event IES terminates this Agreement during the Term of this Agreement, Consultant shall receive from IES, the monthly Consulting Fee, then in effect for whatever time period is remaining under the Term of this Agreement, the remaining term of health care continuation under COBRA, and transfer of title to his company vehicle.

3. Compensation.

a. Retainer. IES agrees to pay Consultant a retainer fee of \$145,000.00 payable within ten (10) business days from the effective date of this contract. The retainer fee is intended to retain and secure the services of the Consultant.

b. Consulting Fee. In consideration of the services to be performed by Consultant, IES agrees to pay Consultant twelve (12) monthly consulting fee payments of \$40,000.00 each payable on or before the 15th day of each month during the term of this agreement.

c. Health Care. IES will pay the cost of continuing medical and dental health care coverage for himself and eligible dependents under COBRA for a period of eighteen (18) months.

d. Business Expenses. All travel and out of pocket expenses incurred by Consultant for the benefit of the IES Companies and in the performance of this agreement shall be reimbursed by the Company within ten (10) business days following presentation of valid expense receipts.

e. Company Vehicle. The Consultant will retain the use of his company vehicle for a period of six (6) months from the effective date of this agreement. Thereafter, IES shall transfer title of said vehicle to the Consultant and the Consultant shall be responsible for all imputed tax liability associated with use of the vehicle and the fair market value of the vehicle at the time of transfer.

f. Computer & Cell Phone. The Consultant shall retain his Company laptop, computer accessories, and cell phone.

g. Office. To facilitate performance of duties associated with this Agreement, the Consultant shall be provided an office at H.R. Allen, Inc. located 2675 Rourk Street, Charleston, South Carolina. IES shall not be responsible for or reimburse any other cost associated with providing or maintaining the Consultant's office, including but not limited to supplies and administrative support.

4. Taxes. Consultant agrees to accept exclusive liability for the payment of any payroll taxes, contributions for unemployment insurance, old age and survivor's insurance or annuities, which are based on wages, salaries or other remuneration paid to Consultant; and Consultant agrees to reimburse IES for any of the aforesaid taxes or contributions which by law IES may be required to pay because of Consultant's failure to pay the same.

Further, the Consultant agrees to accept exclusive liability for the payment of any tax obligation under IRC §409A which are based on wages, salaries, or other remuneration paid to Consultant and Consultant agrees to reimburse IES for any of the aforesaid taxes or contributions which by law IES may be required to pay because of Consultant's failure to pay the same.

5. Relationship Of The Parties

a. The Consultant as an independent contractor shall perform the services rendered under this Agreement. It is specifically understood and agreed that the manner and means of performing the services required under this Agreement shall be at the sole discretion of the Consultant through use of his independent judgment.

b. The Consultant shall have no authority to bind IES Companies or any of its officers or employees to any agreement or to make managerial or Consultant decisions that are binding on IES Companies. The Consultant shall not be subject to the supervision, direction or control of IES Companies as to the particular means or methods of performing his services. However, the IES Companies shall retain the right to review and inspect at any time any part of the work performed by Consultant to assure compliance with customary standards and specifications.

6. Delivery of Proprietary and Confidential Information. Upon request or when Consultant's relationship with the Company terminates, Consultant will immediately deliver to the Company all copies of any and all materials and writings received from, created for, or belonging to the Company including, but not limited to, those which relate to or contain Proprietary or Confidential Information.

7. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

8. Amendment. This Agreement may be amended only by a writing signed by Consultant and by a duly authorized officer of IES and IES Management, L.P.

9. Remedy for Breach. Should either Consultant or IES resort to legal proceedings to enforce this Agreement, the prevailing party in such legal proceeding shall be awarded, in addition to such other relief as may be granted, attorneys' fees and costs incurred in connection with such proceeding.

10. Laws, Rules, Regulations. Consultant agrees to comply with all laws, rules and regulations where services are being provided, whether federal, state or municipal, which are in effect and applicable to Consultant.

11. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Texas and any dispute will be resolved in Harris County, Texas.

12. This Agreement is executed in duplicate originals and is not effective unless signed by both parties.

By Consultant

**IES Management L.P.
by IES Residential Group, Inc.,
its General Partner**

/s/ H. Roddy Allen

/s/ Robert B. Callahan

H. Roddy Allen

Robert B. Callahan, Vice President

June 1, 2005

June 1, 2005

Date

Date

By Integrated Electrical Services, Inc.

/s/ David A. Miller

David A. Miller, Senior Vice President &
Chief Financial Officer

June 1, 2005

Date

EXHIBIT "A"

SCOPE OF SERVICES

IES hereby engages Consultant to render, as an independent contractor to:

1. Consult and facilitate the divestiture of certain Integrated Electrical Services, Inc., subsidiary companies as designated and assigned by IES from time to time.
2. Consult with subsidiary company management to assess and make recommendations to improve business processes and practices as requested including but not limited to H.R. Allen, Inc.
3. Identify potential surety providers, negotiate terms and provisions, and otherwise represent IES, as requested, in surety discussions and negotiations in coordination with IES' designated agent(s).

It is contemplated that the Consultant may not be asked to perform all of the above listed services during the performance of this agreement. At the same time, it is contemplated that the Consultant may be asked to render and perform other valued consulting services on behalf of IES. All services rendered and performance thereof, shall be at the direction of the Chief Executive Officer of IES.

**NEWS RELEASE**

Contacts: David A. Miller, CFO
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713-860-1500

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DRG&E
713-529-6600

FOR IMMEDIATE RELEASE**INTEGRATED ELECTRICAL SERVICES NAMES C. BYRON SNYDER
AS PRESIDENT AND CHIEF EXECUTIVE OFFICER*****Also announces additional management changes***

HOUSTON — JUNE 2, 2005 — Integrated Electrical Services, Inc. (NYSE: IES) today announced that H. Roddy Allen has retired as President, Chief Executive Officer, and a director of IES effective June 30, 2005. The Company's Board of Directors has appointed C. Byron Snyder, current Chairman of the Board, as President and Chief Executive Officer.

The Board of Directors expressed its appreciation for Mr. Allen's service. Speaking on behalf of the board, Mr. Snyder stated, "We are grateful to Roddy for his leadership and his contributions to IES over the last three and a half years. We remain focused on adapting our businesses to address the emerging demands of a changing marketplace."

Mr. Snyder, age 56, is the founder of IES and has been Chairman of the Board since its inception in 1997. He has remained involved with the Company throughout its development and now devotes the majority of his time to IES' executive operations. The IES Board of Directors has requested that Mr. Snyder assume the additional positions of President and CEO because of his extensive banking, financing and entrepreneurial expertise.

Mr. Snyder was owner and President of Sterling City Capital LLC, a private investment company founded in 1977, which developed and financed a number of public and private companies. As a result of these investment and developmental activities, Mr. Snyder has been involved in the execution of various capital market transactions, including public equity and high yield debt offerings, private mezzanine financing and private equity financings. In 1992, he was involved in financing a diverse group of companies, including Carriage Services and Relco Refrigeration Company.

Prior to 1992, Mr. Snyder was owner and Chief Executive Officer of Southwestern Graphics International, a diversified holding company which owned Brandt & Lawson Printing Company and Acco Waste Paper Company, an independent recycling business. Brandt & Lawson was sold to a regional consolidator in 1989, and Acco Waste Paper was sold to Browning-Ferris Industries in 1990.

A graduate of Texas Tech with a B.B.A. in Finance, Mr. Snyder pursued a career in commercial banking which he continued until 1976. He currently serves on the Board of Advisors for the Cox School of Business at Southern Methodist University. He has been a member of the Young Presidents Organization since 1987 and is also a member of the World Presidents Organization.

Other Management Changes

IES has made two additional management changes. Gregory H. Upham, CPA, has been appointed Vice President and Chief Accounting Officer effective June 8, 2005, a position previously held by David Miller prior to Mr. Miller's appointment as Chief Financial Officer of IES in January 2005. Additionally, Bob Callahan has been promoted to Senior Vice President of Human Resources.

Mr. Upham previously held various financial positions within multiple industries. Since 2004, he served as a consultant for Game Ventures, Inc., a start up in the video game development industry. From 2000 to 2003, he held the positions of Chief Financial Officer, Treasurer, and Corporate Controller for Hostcentric, Inc., one of the largest privately held Internet infrastructure service providers. Prior to that, Mr. Upham held positions with Coach USA and Arthur Andersen LLP. Mr. Upham earned his Bachelor's degree in Accounting and Finance from the University of Houston.

Mr. Callahan has been Vice President of Human Resources at IES since February 2005 and was Vice President of Employee Relations since 2004. He has been with the company since 2001, after having spent 11 years with the H.E. Butt Grocery Company where he served as Director of Human Resources. Mr. Callahan has served as a faculty member at the University of Texas at San Antonio where he taught Employment Law, Human Resources Management and Business Communications. Mr. Callahan holds an Executive MBA from the University of Texas at Austin and a Bachelor of Arts degree in Business Administration from Loyola University in Chicago.

Integrated Electrical Services, Inc. is a national provider of electrical solutions to the commercial and industrial, residential and service markets. The company offers electrical system design and installation, contract maintenance and service to large and small customers, including general contractors, developers and corporations of all sizes.

This Press Release includes certain statements that may be deemed to be “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. These statements are based on the Company’s expectations and involve risks and uncertainties that could cause the Company’s actual results to differ materially from those set forth in the statements. Such risks and uncertainties include, but are not limited to, the inherent uncertainties relating to estimating future operating results or our ability to generate sales, income, or cash flow, potential difficulty in addressing material weaknesses in the Company’s accounting systems that have been identified to the Company by its independent auditors, potential limitations on our ability to access the credit line under our credit facility, litigation risks and uncertainties, fluctuations in operating results because of downturns in levels of construction, inaccurate estimates used in entering into and executing contracts, difficulty in managing the operation of existing entities, the high level of competition in the construction industry, changes in interest rates, the general level of the economy, level of competition from other electrical contractors, increases in costs of labor, steel, copper and gasoline, limitations on the availability and the increased costs of surety bonds required for certain projects, inability to reach agreements with our surety or co-surety bonding company to provide sufficient bonding capacity, risk associated with failure to provide surety bonds on jobs where we have commenced work or are otherwise contractually obligated to provide surety bonds, loss of key personnel, disruption from changes in senior management, business disruption and costs associated with the Securities and Exchange Commission investigation and class action litigation, inability to reach agreement for planned sales of assets, business disruption and transaction costs attributable to the sale of business units, costs associated with the closing of business units, unexpected liabilities associated with warranties or other liabilities attributable to the retention of the legal structure of business units where we have sold substantially all of the assets of the business unit, inability to fulfill the terms or meet the required financial covenants of the credit facility, inability to obtain refinancing of our credit facility on favorable terms, difficulty in integrating new types of work into existing subsidiaries, inability of subsidiaries to incorporate new accounting, control and operating procedures, inaccuracies in estimating revenues and percentage of completion on contracts, and weather and seasonality. You should understand that the foregoing important factors, in addition to those discussed in our other filings with the Securities and Exchange Commission (“SEC”), including those under the heading “Risk Factors” contained in the S-1 Registration Statement, could affect our future results and could cause results to differ materially from those expressed in such forward-looking statements. We undertake no obligation to publicly update or revise any forward-looking statements to reflect events or circumstances that may arise after the date of this release.

General information about us can be found at www.ies-co.com under “Investor Relations.” Our annual report on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K, as well as any amendments to those reports, are available free of charge through our website as soon as reasonably practicable after we file them with or furnish them to the SEC.

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