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): August 13, 2012

Integrated Electrical Services, Inc.

(Exact name of registrant as specified in Charter)

Delaware	**001-13783**	**76-0542208**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)

5433 Westheimer Road, Suite 500
Houston, Texas 77056
(Address of Principal Executive Offices)

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 (see General Instruction A.2. below):

[ ] 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 2.02. Results of Operations and Financial Condition.

On August 13, 2012, Integrated Electrical Services, Inc. (the "Company") issued a press release announcing its results of operations for the fiscal 2012 third quarter, a copy of which is furnished with this report as Exhibit 99.1 and is incorporated herein by reference.

Item 5.05. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

On August 9, 2012, the Human Resources and Compensation Committee (the "Committee") of the Board of Directors of the Company approved the grant of phantom stock units ("PSUs") pursuant to the Company's 2006 Equity Incentive Plan, as amended and restated (the "Plan") to Chief Executive Officer and President James M. Lindstrom, Senior Vice President and Chief Financial Officer Robert W. Lewey and two others. The Committee granted a target amount of 50,000 and 25,000 PSUs to Messrs. Lindstrom and Lewey, respectively, and an aggregate target amount of 15,000 PSUs to two others. These awards are subject to attainment by the Company of a target cash and cash equivalents (including restricted cash) balance at fiscal year-end 2012 of $20,000,000. Failure to meet the target amount of $20,000,000, but attainment of a cash and cash equivalents (including restricted cash) balance of $15,000,000 would result in 50% payment of the PSUs, and failure to attain a cash and cash equivalents (including restricted cash) balance of $15,000,000 would result in no payment. Payment of the PSUs would be in the form of an equal amount of shares of the Company's Common Stock to be vested and delivered on December 6, 2012.

The foregoing description of the award is qualified in its entirety by reference to the award which is incorporated by reference and attached hereto as Exhibit 10.1

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
99.1	Press release dated August 13, 2012.
10.1	Form of Phantom Stock Unit Award

SIGNATURES

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 thereunto duly authorized.

INTEGRATED ELECTRICAL SERVICES, INC.

Date: August 15, 2012

/s/ William L. Fiedler
William L. Fiedler
Senior Vice President and General Counsel

EXHIBIT INDEX

Exhibit No.	Description
99.1	Press release dated August 13, 2012.
10.1	Form of Phantom Stock Unit Award

Exhibit 99.1

FOR IMMEDIATE RELEASE

Contacts: Robert Lewey, CFO
Integrated Electrical Services, Inc.
713-860-1500

Phil Denning, ICR Inc.
phil.denning@icrinc.com
203-682-8246

INTEGRATED ELECTRICAL SERVICES REPORTS FISCAL 2012 THIRD QUARTER RESULTS

-Backlog increases $49 million or 27% from previous quarter-

-$5.9 million of operating cash flow in last twelve months as compared to operating cash flow loss of $20.5 million in year-ago twelve month period-

HOUSTON — August 13, 2012 — Integrated Electrical Services, Inc. (NASDAQ: IESC) today announced financial results for its fiscal 2012 third quarter ended June 30, 2012 that reflect the Company's continued progress on its overall plan to return to profitability.

THIRD QUARTER OF FISCAL 2012 HIGHLIGHTS

The following highlights include results based upon the Company's 'go forward' operations. The Company uses the term 'go forward' to refer to the results for the quarter ended June 30, 2012, excluding the revenues and expenses attributable to the Company's wind-down facilities, as described in detail below. On a year-over-year basis (unless otherwise noted), highlights for the third quarter of fiscal 2012 include:

- Net loss of $3.2 million, or $(0.22) per share; adjusted net income of $0.3 million, or $0.02 per share, an improvement of $0.4 million

- Revenue of $116.1 million; 'go forward' revenue of $104.3 million, an increase of 11.3%

- Adjusted EBITDA (earnings (loss) before interest, taxes, depreciation and amortization and other items; see reconciliation statement below) of $ 1.3 million, an improvement of $0.1 million

- Operating cash flow was positive $5.9 million over the prior twelve months as compared to negative $20.5 million of operating cash flow in the same period a year ago

- Backlog was approximately $229 million at June 30, 2012, a $49 million increase from March 31, 2012 and a $59 million increase from September 30, 2011

James Lindstrom, Chairman and Chief Executive Officer, stated, "The employees of IES have delivered another quarter of revenue growth, profitability improvement and positive cash flow from operations. The strength of our business is also demonstrated by the significant growth in our backlog, which exceeded our internal expectations. Across IES, we look to continue this progress through employee accountability and empowerment, for the decisions our employees make ultimately benefit the customers, communities and shareholders we serve."

The Company recorded a $1.2 million accrual in the quarter related to an executed memorandum of understanding to settle a dispute originated in the Company's fourth fiscal quarter of 2011 regarding the hiring of several employees. The Company does not expect the settlement to have a material impact on its business.

RESTRUCTURING UPDATE

The Company expects to complete its 2011 Restructuring Plan early in fiscal 2013 and estimates that costs associated with the restructuring will not exceed $5.5 million in the aggregate. As of June 30, 2012, the Company had incurred restructuring expenses of $4.9 million, $0.2 million of which was incurred in the third quarter of fiscal 2012.

For the third quarter of fiscal 2012, the wind-down facilities in the 2011 Restructuring Plan generated $2.5 million in revenues, a net loss of $1.1 million, and at June 30, 2012, the facilities had approximately $1.1 million of contracts to complete. The Company has entered into subcontract agreements for $0.8 million of the work and expects to complete the remaining $0.3 million over the next three months.

The Company is nearing closure of its Baltimore facility and projects that the closure costs associated with the winding down could range from \$0.3 million to \$0.5 million in the aggregate. For the third quarter of fiscal 2012, the Baltimore facility generated \$0.3 million in revenue and a net loss of \$0.8 million in the Company's Commercial & Industrial segment and \$0.4 million of revenue and a net loss of \$0.1 million in its Communications segment. At June 30, 2012, the facility had approximately \$0.4 million of contracts that the Company expects to be substantially completed over the next three months.

NON-GAAP FINANCIAL MEASURES AND OTHER ADJUSTMENTS

This press release includes certain financial measures that are not calculated in accordance with generally accepted accounting principles in the U.S. ("GAAP"). Management believes that these measures provide useful information to our investors by reflecting additional ways to view aspects of the Company's operations that, when reconciled to the corresponding GAAP measures, help our investors to better identify underlying trends in our business and facilitate easier comparisons of our financial performance with prior and future periods and to our peers. Non-GAAP financial measures should not be considered in isolation from, or as a substitute for, financial information calculated in accordance with GAAP. Investors are encouraged to review the reconciliation of these non-GAAP measures to their most directly comparable GAAP financial measures. A reconciliation of the non-GAAP financial measures presented above to GAAP results has been provided in the financial tables included in this press release.

For further details on the Company's financial results, please refer to the Company's annual report on Form 10-K/A for the fiscal year ended September 30, 2011 and quarterly report on Form 10-Q for the period ended June 30, 2012, to be filed with the Securities and Exchange Commission by August 14, 2012.

ABOUT INTEGRATED ELECTRICAL SERVICES, INC.

Integrated Electrical Services, Inc. is an infrastructure services company that enjoys leading positions in a broad range of markets for electrical and communications products and services. Our 2,300 employees serve clients throughout the United States. For more information about IES, please visit www.ies-co.com.

Certain statements in this release, including statements regarding the restructuring plan and total estimated charges and cost reductions associated with this plan, are "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934, all of which are based upon various estimates and assumptions that the Company believes to be reasonable as of the date hereof. These statements involve risks and uncertainties that could cause the Company's actual future outcomes to differ materially from those set forth in such statements. Such risks and uncertainties include, but are not limited to, the inherent uncertainties relating to estimating future operating results and the Company's ability to generate sales and operating income; potential defaults under credit facility and term loan; cross defaults under surety agreements; potential depression of stock price triggered by the potential sale of controlling interest or the entire company as a result of controlling stockholder's decision to pursue a disposition of its interest in the company; actual costs to wind down facilities exceeding our estimates by a material amount; fluctuations in operating results because of downturns in levels of construction; delayed project start dates and project cancellations resulting from adverse credit and capital market conditions that affect the cost and availability of construction financing; delayed payments resulting from financial and credit difficulties affecting customers and owners; inability to collect moneys owed because of the depressed value of projects and the ineffectiveness of liens; inaccurate estimates used in entering into contracts; inaccuracies in estimating revenue and percentage of completion on projects; the high level of competition in the construction industry, both from third parties and former employees; weather related delays; accidents resulting from the physical hazards associated with the Company's work; difficulty in reducing SG&A to match lowered revenues; loss of key personnel; litigation risks and uncertainties; difficulties incorporating new accounting, control and operating procedures; and failure to recognize revenue from work that is yet to be performed on uncompleted contracts and/or from work that has been contracted but not started due to changes in contractual commitments.

You should understand that the foregoing, as well as other risk factors discussed in this document and in the Company's annual report on Form 10-K/A for the year ended September 30, 2011 and the Company's quarterly report on Form 10-Q for the quarter ended June 30, 2012, could cause future outcomes to differ materially from those expressed in such forward-looking statements. The Company undertakes no obligation to publicly update or revise information concerning its restructuring efforts, borrowing availability, or cash position or any forward-looking statements to reflect events or circumstances that may arise after the date of this release.

Forward-looking statements are provided in this press release pursuant to the safe harbor established under the private Securities Litigation Reform Act of 1995 and should be evaluated in the context of the estimates, assumptions, uncertainties, and risks described herein.

General information about Integrated Electrical Services, Inc. can be found at http://www.ies-co.com under "Investor Relations." The

Company's 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 the Company's website as soon as reasonably practicable after they are filed with, or furnished to, the SEC.

[date]

[___________________________]
[___________________________]
[___________________________]
[___________________________]

Re: Grant of Performance-Based Phantom Stock Units

I am pleased to inform you that as of August 9, 2012 (the "Grant Date") Integrated Electrical Services, Inc., a Delaware corporation (the "Company"), has made a performance-based grant to you of phantom stock units ("PSUs") with respect to the Company's stock under the Company's 2006 Equity Incentive Plan, as amended and restated (the "Plan").

Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to them in the Plan. The terms of the grant are as follows:

1. **Grant/Performance Matters/Vesting**.

(a) **Number of PSUs Granted**. You are hereby granted _____ PSUs under the Plan.

(b) **Performance Goals**. In order for your PSUs to become shares of Common Stock on the Vesting Date (as defined below), the Company's cash and cash equivalents (including restricted cash) must be $20,000,000 or greater at September 30, 2012 (fiscal year-end). If the Company's cash and cash equivalents (including restricted cash) is less than $20,000,000, but greater than $15,000,000 at September 30, 2012 (fiscal year-end), then one-half of your PSUs will become shares of Common Stock on the Vesting Date (and one-half will be automatically cancelled unpaid). If the Company's cash and cash equivalents (including restricted cash) is less than $15,000,000 at September 30, 2012 (fiscal year-end), then your entire Award will be automatically cancelled unpaid and none of your PSUs will become shares of Common Stock.

(c) **Vesting of Award**. Except as provided in Paragraph 2 below, the vesting of your Award is dependent upon your continuous employment with the Company until December 6, 2012 (the "Vesting Date").

2. **Events Occurring Prior to Vesting Date**.

(a) **Termination due to Death or Disability**. If you cease to be an employee of the Company as a result of your death or Disability,) on or prior to the Vesting Date, all of the PSUs granted to you will become 100% vested upon such termination.

(b) **Termination by Employer other than for Cause**. If, prior to the Vesting Date, your employment is terminated by the Company other than for Cause, or by you for Good Reason, as defined in (i) an employment agreement between you and the Company, if any, or (ii) a severance benefit plan in which you are a participant, if any, on the Vesting Date a pro rata number of the PSUs then credited to you automatically will vest and the remaining number of your PSUs automatically shall be forfeited. The vested number shall be that percentage equal to [(A¸B)xC]-D, where "A" is the number of calendar months that have elapsed from the Grant Date through your date of termination, "B" is 4 months, "C" is the total number of PSUs that may become payable to you as determined by the Company through its determination of the extent the target cash and cash equivalents balance at fiscal year-end has been achieved, and "D" is the number of PSUs that have already vested immediately prior to your termination of employment. Any fractional calendar month in such 4-month period shall be rounded up to a full calendar month.

(c) **Other Terminations**. If, prior to the Vesting Date, you cease to be an employee of the Company for any reason other than as provided in paragraph (a) or (b) above, all PSUs granted to you shall be forfeited automatically upon such termination without payment.

(d) **Change in Control**. Notwithstanding any other provision hereof, (i) if a Change in Control occurs on or prior to the Vesting Date, all PSUs granted to you shall become fully vested upon the occurrence of the Change in Control.

3. **Payment of Vested Awards.** Subject to Section 4 below, as soon as reasonably practicable after the Vesting Date, you shall receive from the Company a number of vested Shares equal to the number of PSUs held by you on the Vesting Date. Notwithstanding the foregoing, with respect to PSUs or shares of Common Stock that become vested pursuant to Section 2(a) or (c) prior to the Vesting Date, payment of such vested award shall be paid to you within 30 days of such earlier vesting event.

4. **Issuance of shares of Common Stock**.

(a) **Stock Certificates**. The Company either shall cause to be issued a certificate or certificates for the shares of Restricted Stock representing this award, registered in your name, or cause a book entry to be made with the Company's transfer agent evidencing the shares of Restricted Stock registered in your name.

(b) **Adjustment of Restricted Shares**. In the event of a subdivision of the outstanding Shares, a declaration of an extraordinary dividend payable in a form other than Shares and in an amount that has a material effect on the Fair Market Value of the Shares, a combination or consolidation of the outstanding Shares into a less number of Shares, a recapitalization, a spin-off, a reclassification or a similar occurrence, the terms of this award (including, without limitation, the number and kind of Shares subject to this award) shall be adjusted as set forth in Section 10 of the Plan. In the event that the Company is a party to a merger or consolidation, this award shall be subject to the agreement of merger or consolidation, as provided in Section 10 of the Plan.

5. **Tax Withholding**. To the extent this award results in compensation income to you upon grant, vesting or any election by you under Section 83(b) of the Code, you must deliver to the Company at that time such amount of money as the Company may require to meet its tax withholding obligation under applicable laws or make such other arrangements to satisfy such withholding obligation as the Company, in its sole discretion, may approve. The Company, in its discretion, may withhold Shares (valued at their fair market value on the date of the withholding of such Shares) otherwise to be issued to you to satisfy its withholding obligations.

6. **Limitations Upon Transfer**. All rights under this Agreement shall belong to you and may not be transferred, assigned, pledged, or hypothecated in any way (whether by operation of law or otherwise), other than by will or the laws of descent and distribution or pursuant to a "qualified domestic relations order", and shall not be subject to execution, attachment, or similar process.

7. **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of any successor or successors of the Company or upon any person lawfully claiming under Employee.

8. **Modification**. Except to the extent permitted by the Plan, any modification of this Agreement will be effective only if it is in writing and signed by each party whose rights hereunder are affected thereby.

9. **Employment Agreement**. If you are party to a written employment agreement with the Company that provides you with additional rights with respect to PSUs or Common Stock granted under the Plan, this Agreement shall be deemed to incorporate such additional rights.

10. **Plan Controls**. This grant is subject to the terms of the Plan, which are hereby incorporated by reference. In the event of a conflict between the terms of this Agreement and the Plan, the Plan shall be the controlling document. Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to them in the Plan.

11. **Governing Law**. **This Agreement shall be governed by, and construed in accordance with, the laws of the state of Texas, without regard to conflicts of laws principles thereof.**

By signing below, you agree that this grant is under and governed by the terms and conditions of the Plan, including the terms and conditions set forth in this Agreement Please execute both copies of this Agreement and return to the General Counsel. One fully-executed Agreement will be sent to you for your records.

Integrated Electrical Services, Inc.

By: ________________________________

Name: ______________________________

Title: _______________________________

EMPLOYEE:

____
[_______________________________]