

Insulation Contractors Report

QUARTERLY PUBLICATION OF THE INSULATION CONTRACTORS ASSOCIATION OF AMERICA

Q4 2025



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Check out the Form I-9 guide to low-hanging fruit to double-check as you audit your I-9s.

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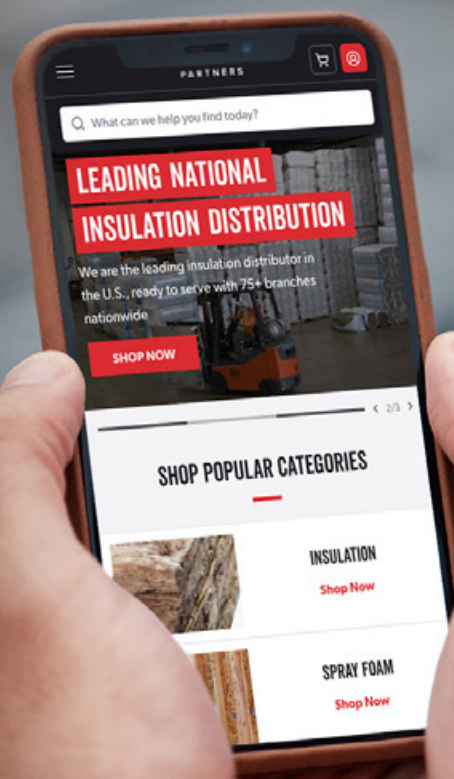
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It Has Been My Pleasure to Serve as Your President This Year

Jonathan Belanus, ICAA President
JB Insulation & Drywall
Email: jb@insulate.org

It has been my pleasure to serve as your President this year. As we close out 2025, I wanted to share a few of our successes and challenges throughout the year.

As we all know, the Energy Efficient Home Improvement Tax Credit (25C) will prematurely terminate on 12/31/2025, as Congress voted to end this tax credit previously assigned a legislative end date of 12/31/2032. In 2023 alone, the 25C tax credit cut taxes for American families by \$3 billion. Although this is a setback, we remain engaged to restore this tax cut to American families. And as the countdown clock indicates on our website www.insulate.org, we still have a small window of opportunity to help homeowners take advantage before the federal tax credit sunsets.

This year, we revisited the ever-present Federal Trade Commission Rule 460 and provided detailed tips for both insulation manufacturers and insulation contractors regarding testing, product labels, fact sheets, ads, savings claims, and disclosures. Everyone, yes, every one, in our business should know these rules like the back of one's hand.

We also brought the subject of active ventilation to the forefront thanks to Brian Coté's magnificent article *Become a "Fan" of Ventilation*. Brian is the 2025 Co-Chair of the ICAA Spray Foam Task

Force and is the Spray Foam Manager of ICAA member Installed Building Products.

In 2025, ICAA added a new professional designation for ICAA-member insulation contractors, the ICAA Qualified Home Retrofit Contractor. Members who register (at no cost) are listed in a national referral database generated by ICAA member Homeboost, a technology company providing a DIY home energy assessment program for homeowners, geared to promoting the services of insulation contractors. Homeboost – to date – has referred over 300 customers to our members enrolled in the Homeboost database.

We also hosted a multi-part webinar series on residential construction contracts and how to craft effective contracts. These are summarized in this newsletter's Trust Your Gut article and the educational webinars can be accessed through the ICAA Member Site.


I want to give a special thanks to Michael Kwart, our ICAA Executive Director, and Sandi Day, ICAA Manager of Marketing & Events. Michael is truly dedicated to ICAA and Sandi is committed to an exceptional Trade Show experience. Each plays an invaluable role in our success.

It has been an honor to be serve you as 2025 ICAA President.

Our priority remains steadfast: serving you. 

The 2025 ICAA Trade Show

What an amazing ICAA Trade Show it was in October and what a great place to host it in. It was heartwarming to see so many familiar faces and meet new ones, face to face. This event is not just a Convention; it's a time for us to connect, learn, and grow together.

Our incredible convention wouldn't be possible without the support of our sponsors. A huge thank you to each and every one of our sponsors for their dedication and support of our industry. 

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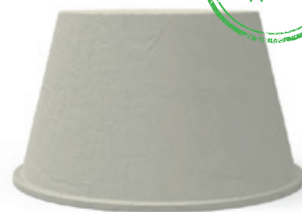
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ICAA WEBINAR SERIES: “TRUST YOUR GUT”

Construction attorney Karalynn Cromeens addressed 2025 ICAA Convention attendees in Orlando and noted that the best contracts are those that are updated by experience. Here is a summary of her four webinars for ICAA that were presented in 2025 and are available for viewing on the ICAA Member Site (Webinar Archives) – only 20 minutes each!

So many times, a client has come to construction attorney Karalynn Cromeens after the fact stating that they just knew they shouldn't have agreed to do a particular job; something went wrong, and now the contractor requires legal support. Cromeens recommends trust your gut: do your due diligence before signing a contract with a homeowner!

Some clients have mistakenly thought they could do the work without a contract but learned the hard way (when something went wrong) that they really DID need one – but by then it was too late.

Each state has statutes or laws that govern contracting with residential homeowners, outlining what must be included in a contract. For starters, the contract must be in writing and signed by both parties.

Remember that a contract provides you with two-pronged protection: it clearly lays out what you, the contractor, are responsible for, but it also *manages your client's expectations*. Your clients need to understand what you're saying, so write your contract in plain English.

Key points to keep in mind:

- ◆ Trust your gut: if you get a feeling that this client may present problems, do your research first: identify what your concern is, and do your due diligence.
- ◆ If your client insists on using their own contract form, it is worthwhile reaching out to legal counsel before signing it, to make certain your company won't be exposed to risk: make sure that the protections are written for things that you can't control; these are called “force majeure” clauses (see below).
- ◆ If you are drawing up the contract, make certain to include:



- All contract elements your state requires – if you overlook or omit one, you could be fined for not having that necessary, statutorily-required contract term. If you do work in a neighboring state, make certain you include that state's required contract elements.
- Fundamental details – site address, planned start date when you will be on site, anticipated finish date, what the workday will look like (e.g., 8 am to 5 pm Monday through Friday).
- Scope of work – lay out exactly it is what you're doing, whether it's insulating the entire roof, adding what that square footage might be, referencing attached plans and specifications.
- Material list – what materials will be used, who will be providing the materials, whether a staging area will be required for temporary storage until the materials are used.
- Project schedule – give yourself ample time, really think ahead, try your best to kind of gauge where the market's at, what your material lead times are, what your available labor force is, and maybe add a day or two if you think it might be necessary, depending on conditions. It's recommended you include (even if not state-required) a “time is of the essence” clause.
- Preparatory work – if you're pounding on the outside walls the owner first needs to take down anything that's on the inside of the wall (e.g., artwork) because it might fall or, if you're drilling holes into walls/floors/ceilings that you're not responsible for damage to enclosed pipes or wiring.

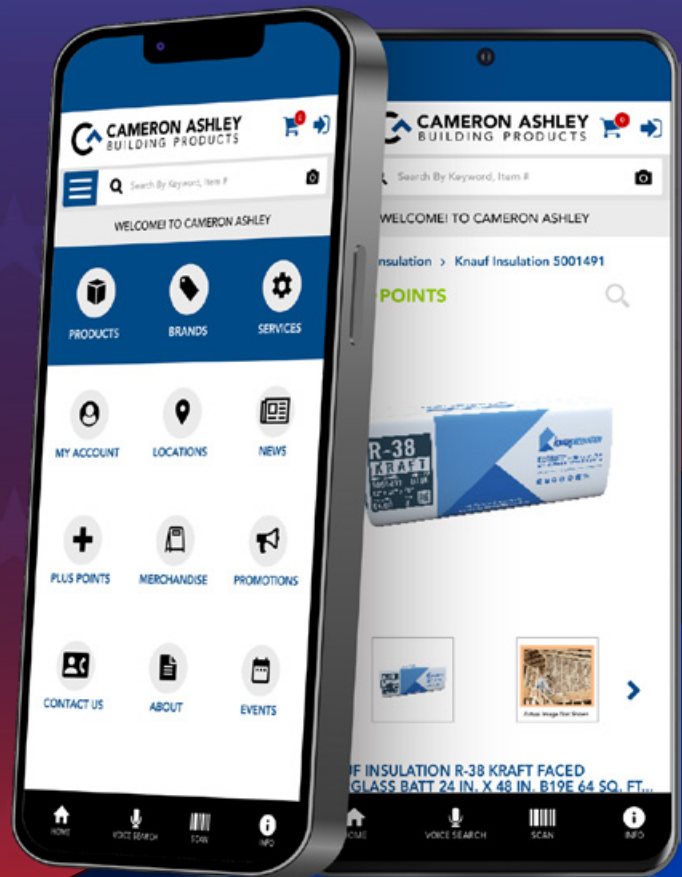
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ICAA Webinar Series: “Trust Your Gut”

continued from page 5

- Required access – detail what kind of physical access you will require to the property, and whether you will require access to homeowner’s electrical power and water.
 - Terms of payment – you require payment within five days of project invoicing, or a deposit up front, or milestone payment; if you’re a subcontractor to the GC, you require timely payment regardless of whether the GC has been paid (if your state allows for this provision); you have the right to stop work if payments have been missed (and you cannot guarantee the project schedule if work stops)
 - Cancellation by the client or GC
 - most states have a three-day right of cancellation that needs to be included: if the client cancels within three days of signing the contract, you’re not entitled to any money, and they can walk away without owing you anything
 - in the event the contract is canceled beyond that three-day window by no fault of you, you are entitled for compensation for all satisfactory work completed thus far
 - if the client cancels after the three-day window but before you get started, then you get to keep the deposit or percentage thereof and you refund the rest
 - if the homeowner wrongfully terminates the contract, you are entitled to damages, including the profit you would have made on the project (aka “cancellation fee” or “termination fee”)
 - Terminate for cause – the other side is not breaching the contract but makes performance nearly impossible and you’re unable to amicably resolve anything, this gives you a way out.
 - Plan for the unexpected:
 - Force majeure clause – things that you cannot plan for at the beginning of any project: acts of God, a storm, pandemic, strike, or something beyond your control preventing you from obtaining your materials on schedule or accessing the site, you are entitled to additional time and/or compensation at no penalty to you.
 - Termination for [your] convenience – if you cannot complete the project for reasons beyond your control: God forbid you get injured and can no longer physically work, this gives you a way out.
 - “Escape” clauses, allowing you to exit the contract without being breached and facing damages:
 - should the cost of materials increase by 5% in that contract time, this allows you to recoup those extra funds from the client to protect your profit.
 - if you missed something in the scope of work, you underbid, or something went wrong in your pricing, this gives you the leverage to legitimately renegotiate with the owner and say, hey, when I quoted your project, I missed this (it may even let you out of the contract).
 - Exclusion clause – list whatever extra thing your client might automatically assume would be included, like caulking, painting, or any other similar expectation you’ve encountered on previous projects. (ICAA has a list of common exclusions.)
- Note:* once both parties sign that contract, it is a binding agreement. Once you sign that contract, whether it’s just a scope of work or it’s a full contract you cannot change the terms of the contract unless it’s in writing and signed by both parties. In planning for the unexpected, Change Orders are the means through which to modify the contract to meet the change in circumstance.
- For instance, if your entire workforce comes down with the flu, or if there is a prolonged delay in delivery of materials, either will delay the project schedule; the new projected schedule is written in the form of a change order, and both the homeowner and contractor sign off on it. If the materials escalate in price between the time the contract is signed and the project is starting, the additional funds required to cover the material cost is written in a change order, and both parties sign off on it. If removal of existing material shows the building to be deteriorating, the project schedule is revised to accommodate the homeowner’s having the structure repaired before insulation work resumes, and again, a change order is the means to convey this.
- These are just the take-aways from the four webinars. For further information, go to ICAA Trust Your Gut webinars at www.insulate.org/member-site— only 20 minutes each! 



Thank you to our attendees, sponsors, exhibitors, and educational session speakers.



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California Issues New Spray Foam Insulation Regulations



Stephen Wieroniey
President, Spray
Foam Coalition

CAA and Spray Foam Coalition presented a webinar on new California regulations for spray polyurethane foam systems with unreacted methylene diphenyl diisocyanate (MDI, also known as “Side A”) on October 30. The webinar, available to ICAA members at

www.insulate.org/member-site, features Stephen Wieroniey, President of Spray Foam Coalition, a Washington, DC-based trade group of spray foam insulation manufacturers.


California began the process of regulating products when the state signed into law in 2008 its Safer Consumer Products Regulations. The regulations were finalized in 2013 and the first products to be regulated were listed in 2014, including spray foam systems with unreacted MDI. In October 2025, California finalized three regulations on spray foam insulation systems and directed three regulatory requirements to spray foam manufacturers of products sold in California.

What Must Regulated Manufacturers Do?

1. **Enhanced Label Requirements.** Spray foam manufacturers that sell their products in California must include new warnings and pictograms on product labels. Also, manufacturers must include health and safety information on their websites. Manufacturers have until March 2027 to do this.



2. **Use Restriction on Spray Foam Insulation.** Manufacturers must include language in contracts/purchase agreements requiring applicators – this includes users as well as helpers – to receive safety training before using the product. The American Chemistry Council/Center for the Polyurethanes Industry (ACC/CPI) offers a free online training course that is acceptable per the state of California. The timeline for full implementation is by October 2026.
3. **Fund Green Chemistry.** Manufacturers must fund green chemistry research aimed at replacing or reducing exposure to MDI. The fee starts at \$.02 per pound and is allocated to the full system weight (all sets sold, including Side A and Side B). The fee is geared to generate \$4 million and starts immediately for a five-year period.

Manufacturers must notify insulation contractors outlining these three new regulations. Notifications were to be completed by November 5, 2025. This regulatory requirement mandates that California insulation contractors who work with spray foam insulation must receive the necessary health and safety training on the product being used. 

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Quick Guide to Form I-9 Audits



Douglas S. Jenks, Esq.
Auman, Mahan +
Furry Attorneys

Immigration and Customs Enforcement (ICE) remains active in this last quarter of 2025 as it fulfills its obligation to locate individuals in the US illegally. Doug Jenks, an attorney with Auman, Mahan + Furry, gave ICAA 2025 Convention attendees an in-depth presentation on understanding ICE and how to be prepared for an inspection. The first, and perhaps most important take-away: it is always in an employer's best interest to follow the law.

We give you here a snapshot of his presentation, focusing on Form I-9 and best practices for you to keep in mind. The highlight of the session was Doug having the attendees review an employee's completed I-9 to look for any errors (there were several). The point of the exercise was to demonstrate that while Form I-9 may look simple, it is very easy to get it wrong. The image below provides you with a quick guide for some low-hanging fruit to double-check.

For more on Form I-9, check out the US Citizenship and Immigration Services' I-9 Central website at www.uscis.gov/i-9-central. The section on performing self-audits and correcting mistakes is particularly helpful (www.uscis.gov/i-9-central/completing-form-i-9/self-audits-and-correcting-mistakes). And remember to check ICAA's Webinar Archive to see the March 2025 presentation on ICE, and its summary write up in our April/May/June 2025 Insulation Contractors Report. 

1 – was this the **current** version of I-9 at time of hire?

2 – are **all** dates written in the **MM/DD/YYYY** required format?

3 – is this signature date no more than **three business days** after first day employed?

4 – is this signature date **before or on** the first day employed?

5 – is only **one** box checked? And if either box 3 or 4 checked, is their required info filled in?

6 – is only **one** item in Column A **OR** one item each in Columns B & C?

And did you verify from **original** (not photocopied) document(s)? Are the document(s) **current**?

7* – is **all** information filled out, correct, and in the required format?

8a & 8b**** – are **all** signatures present and surrounding information correct?

START HERE

Best practice: at new hire go to <https://www.uscis.gov/i-9> to download the most current version

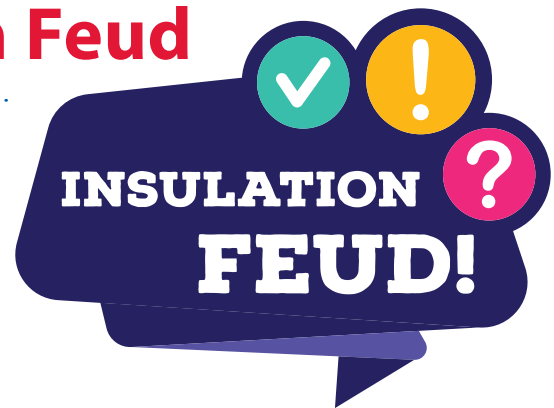
For a larger version of this image, please visit the ICAA Member Site (go to I-9 under New & Popular Resources).

ICAA's 2025 Insulation Feud

ICAA conducted its 3rd iteration of "Insulation Feud" at the 2025 ICAA Convention. This quiz-style event with team players, focused on insulation regulations, safety and health, and insulation industry news.

The winning team of ICAA's 2025 Insulation Feud hails from Nantucket, MA. The team was composed of ACK Energy Savers personnel and included Kim McCutcheon, Jeremy McCutcheon, and Dylan Strollo.

Second-place winners were Ted Blanchard (Davidson Insulation, North Port, FL), Michael Diamond (J & S Supply, Long Island City, NY), Ed Richards and Michelle Richards (Leed Insulation &



Spray Foam, Fort Pierce, FL), and Terry Maggard and Brad Maggard (Lone Star Insulation, Weatherford, TX).

Third-place winners included Christian Phillips, Laurie Heintz, and Randy Heintz (Protective Barriers, Fort Myers, FL), and Jason Vandever (NAIMA, Alexandria, VA).



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