

CONSTRUCTION AND PROCUREMENT LAW NEWSLETTER



IN THIS ISSUE

PG. 3

\$800M Dispute Over Pumped Storage Hydro Project Heads to Trial

PG. 5

Promises to Pay Sub-Subcontractor May Expose General Contractor to Liability for Unjust Enrichment

PG. 6

Incoterms 101: The Basics of International Trade

TIPS FOR GOVERNMENT CONTRACTORS AT THE END OF THE FEDERAL FISCAL YEAR

Aron Beezley & Nathaniel Greeson

As September 30 approaches, government contractors should keep in mind that the end of the federal government's fiscal year brings unique opportunities — and unique risks. Agencies are under pressure to obligate remaining funds, finalize contract actions, and prepare for the new fiscal year. Contractors who understand these dynamics can position themselves for success while avoiding common pitfalls. Below are some insider tips:

1. Anticipate Increased Procurement Activity

The fourth quarter of the government's fiscal year (July through September) often accounts for a disproportionate share of contract awards. Agencies that have delayed procurements or have unobligated funds may rush to obligate dollars before the fiscal year closes. As such, contractors should be proactive in monitoring procurement forecasts, keeping in close contact with agency customers, and ensuring that their proposals and pricing are ready to move quickly.

2. Be Prepared for Accelerated Timelines

End-of-year contract actions are often subject to compressed timelines. Solicitations may be released with short proposal deadlines, and contracting officers may request expedited responses to clarification questions. Thus, contractors should have their

SAFETY MOMENT FOR THE CONSTRUCTION INDUSTRY

Lily Rucker Othmer

On July 1, 2025, OSHA published a Notice of Proposed Rulemaking (NPRM) to rescind its longstanding construction illumination standards and requirements contained in 29 C.F.R. §§ 1926.26 and 1926.56.

29 CFR § 1926.26 requires construction areas, aisles, stairs, ramps, runways, corridors, offices, shops, and storage areas where work is in progress to be adequately illuminated using either natural or artificial light sources. Similarly, § 1926.56 states that construction areas, ramps, runways, corridors, offices, shops, and storage areas must “be lighted to not less than the minimum illumination intensities” specified.

This NPRM is part of OSHA’s broader deregulatory initiative. In alignment with OSHA’s recent efforts, the NPRM provides that the codified construction illumination standards and requirements are not “reasonably necessary or appropriate” under the Occupational Safety and Health Act because they do “not substantially reduce a significant risk to workers.” OSHA maintains that the hazard of inadequate illumination is obvious and readily addressable by both employers and employees without the need for specific regulatory mandates.

Importantly, the NPRM emphasizes that while the codified illumination standards may be rescinded, OSHA expects employers to proactively identify and correct lighting deficiencies to maintain safe working environments. If employers do not do so, OSHA may still issue citations for this hazard under the General Duty Clause of the Occupational Safety and Health Act, which requires employers to “furnish to each of his employees’ employment and a place of employment which are free from recognized hazards which are causing or likely to cause death or serious physical harm.” 29 U.S.C. § 654(a)(1). Further, the NPRM provides that lack of illumination is a prototypical example of a recognized hazard that falls within the scope of the General Duty Clause.

The public comment period for the NPRM is November 1, 2025.

capture and proposal teams on standby and should establish internal processes to respond quickly without sacrificing compliance.

3. Watch Out for Sole-Source and Limited Competition Awards

To meet spending deadlines, agencies sometimes turn to sole-source awards, contract extensions, or use of existing vehicles like GSA schedules or IDIQ contracts. Accordingly, contractors should make sure their contract vehicles are current and compliant, and they should also be alert to potential opportunities for modifications, task orders, or options.

4. Ensure Compliance Amid the Rush

The push to obligate funds can sometimes lead contractors (and agencies) to cut corners. Resist that temptation. Inaccurate or incomplete proposals, unbalanced pricing, or noncompliance with solicitation requirements can jeopardize awards or lead to later challenges. Remember that, even in the fourth quarter, the same procurement rules apply — and agencies may face heightened scrutiny from auditors and oversight bodies.

5. Monitor Agency Funding and Potential Continuing Resolutions

While agencies work to spend down current-year funds, contractors should also prepare for the possibility of a continuing resolution (CR) at the start of the new fiscal year. A CR may limit agencies to prior-year spending levels and restrict the start of new programs. Contractors should plan accordingly for potential delays in new awards after October 1.

6. Keep an Eye on Bid Protests and Post-Award Issues

Last but not least, the volume of contract awards at the end of the fiscal year can also lead to an uptick in bid protests. Thus, contractors should be ready to protect their rights if they believe an award decision was improper. At the same time, contractors receiving awards should be prepared for the possibility that competitors may file protests, which can delay performance.

Conclusion

The end of the government’s fiscal year is a busy and critical period for contractors. By anticipating accelerated timelines, maintaining compliance, monitoring bid protest activity, and strategically positioning themselves for sole-source and task order opportunities, contractors can maximize success during this hectic season while minimizing legal and compliance risks.

TEXAS TWO-STEP: TWO ADDITIONAL BILLS FROM THE 2025 TEXAS LEGISLATIVE SESSION THAT CONTRACTORS NEED TO KNOW

Justin Scott

Bradley’s *BuildSmart* blog provided posts earlier this summer in [June](#) and [July](#) regarding some of the recently enacted laws from the 2025 Texas legislative session affecting the construction industry in Texas. This post describes two additional bills from the most recent Texas legislative session, one dealing with cybersecurity liability protections and one clarifying certain mechanics’ lien deadlines, of which Texas contractors should take note.

SB 2610 – Cybersecurity Liability Provisions

SB 2610, which amends Chapter 542 of the Texas Business & Commerce Code, is aimed at creating a cybersecurity “safe harbor” for small and mid-sized businesses (under 250 employees) that own or license computerized data that includes sensitive personal information.

SB 2610 seeks to shield compliant businesses from exemplary/punitive damages in lawsuits stemming from data breaches. SB 2610 dictates that covered businesses achieve the “safe harbor” from exemplary damages if they implement and maintain an industry-recognized cybersecurity program. The bill provides that a cybersecurity program conforms to an industry-recognized cybersecurity framework if the program conforms to current versions of certain programs/frameworks published by the National Institute of Standards and Technology (NIST), Federal Risk and Authorization Management Program FedRAMP, Center for Internet Security (CIS), International Organization for Standardization (ISO), and International Electrotechnical Commission (IEC), among others.

SB 2610 also promotes the adoption of modern cybersecurity safeguards while explicitly stating that it is not intended to create a private cause of action or change common law or statutory duties. SB 2610 takes effect on September 1, 2025.

SB 929 – Mechanics’ Lien Deadline Clarification

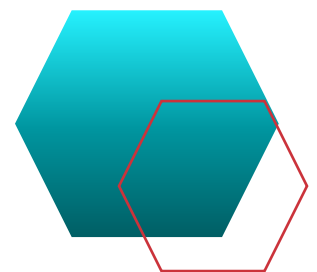
SB 929, which amends two sections of Chapter 53 of the Texas Property Code, has two areas of impact: (1) clarifying deadlines for taking actions required under Chapter 53 related to lien perfection/enforcement; and (2) articulating how the inception date and priority of certain liens affect a lien’s validity/enforceability against grantees and purchasers of real property.

First, SB 929 provides that in determining the deadline for providing pre-lien notice or taking any other action required by Chapter 53 (i.e., deadlines for lien recording, providing notice of a recorded lien), if the deadline or last day of the period is a Saturday, Sunday, or legal holiday, the deadline is extended to the next day that is not a Saturday, Sunday, or legal holiday. Before the passage of SB 929, if the deadline for providing pre-lien notice by the 15th of a month happened to be a Sunday, the party would need to provide the notice by Friday the 13th to avoid missing a deadline. Now, the deadline would carry over until Monday the 16th, provided that the 16th is not a legal holiday (in which case, the deadline would be the following day).

Second, SB 929 establishes that the time of inception of a lien for those who provide architectural/engineering/surveying services, labor and materials related to the installation of landscaping, or those who furnish labor/materials related to demolition is the date a lien affidavit is recorded. Further, the priority of such liens with respect to other mechanic’s liens is determined by the date of recording. Finally, the bill dictates that such liens are not valid or enforceable against grantees or purchasers who acquire an interest in real property covered by any such lien before the time of the inception of the lien. As opposed to the other laws discussed in this series, SB 929 is already in effect, having received the requisite two-thirds vote of the Texas Senate and House on May 21, 2025.

\$800M DISPUTE OVER PUMPED STORAGE HYDRO PROJECT HEADS TO TRIAL

John Mark Goodman



A federal judge in Michigan last week rejected a contractor’s efforts to avoid a jury trial this fall in its dispute with the owner of the [Ludington Pumped Storage Hydro plant](#). The case involves a project to overhaul the 50-year-old plant, which uses electricity during periods of low demand (i.e. at night) to pump water into a reservoir. During periods of high demand (i.e. during the day), water is released from the reservoir through hydroelectric turbines that generate over 300 megawatts of electricity. The plant, located on the shores of Lake Michigan, is one of the largest pumped storage projects in the world.

The owner paid Toshiba American Energy Systems (“Toshiba”) over \$500M to overhaul and upgrade the plant’s six units, which reopened between 2015 and 2019. The contract provided that Toshiba would return the plant as nearly to new condition as possible and allow the plant to operate with a minimum thirty-year service life with only minimal routine maintenance. Within a few years of reopening, the owner allegedly observed degraded metal in two of the units during a periodic inspection.

BRADLEY LAWYER ACTIVITIES AND NEWS

34 Bradley Attorneys Honored as “Lawyer of the Year” in 2026 Edition of *The Best Lawyers in America*.

The “Lawyer of the Year” accolade honors individual attorneys who received the highest overall peer feedback for a specific practice area and geographic region. The following attorneys have been recognized this year: **Jim Archibald** (Construction Law – Birmingham), **J. David Pugh** (Litigation - Construction – Birmingham), **Timothy C. Ford** (Litigation - Construction – Tampa), and **Robert J. Symon** (Litigation - Construction – Washington, D.C.).

In total, 422 Bradley attorneys are recognized in the 2026 edition of *The Best Lawyers in America*, including **Deborah Cazan, John I. Spangler III, Jim Archibald, Axel Bolvig III, John Mark Goodman, Amandeep S. Kahlon, David W. Owen, J. David Pugh, E. Mabry Rogers, J. Christopher Selman, Ryan L. Beaver, Monica Wilson Dozier, Avery Simmons, Barry J. Brooks, Jared B. Caplan, James A. Collura, Jeffry Davis, Ian P. Faria, Jon Paul Hoelscher, Ralph B. Germany Jr., Slaters C. Veazy, David K. Taylor, D. Bryan Thomas, Gabrielle A. Spiro, Ben Dachepalli, Timothy C. Ford, Aron C. Beezley, Eric A. Frechtel, Michael S. Koplan, Douglas L. Patin, and Robert J. Symon.**

101 attorneys recognized in *Best Lawyers: Ones to Watch in America* which recognizes attorneys who have been in practice for less than 10 years and exhibit outstanding professional excellence including **Abigail B. Harris, Mason Rollins, Alex Thrasher,**

The owner asked Toshiba and its parent company to repair the units, to no avail. The owner eventually hired another contractor, Voith Hydro, to assess Toshiba’s work and develop a repair plan and estimate. In 2022, the owner filed suit claiming that it could only operate two of the units approximately 50 hours per year due to Toshiba’s allegedly defective work. Among other alleged defects, the owner claims that Toshiba improperly removed certain stainless-steel components, selected unsuitable replacement materials, and used construction methods that caused excessive stress and cracking. The owner seeks to recover over \$800M in damages in and prejudgment interest.

Toshiba moved for summary judgment on various grounds earlier this year. For example, Toshiba argued that the owner’s claims were precluded by Toshiba’s achievement of certain interim and final acceptance deadlines in the contract. It also argued that the language of the contractual warranty did not cover the type of damage at issue and did not allow the owner to recover future repair costs not yet incurred. Toshiba further argued that the owner’s claim for prejudgment interest was barred by the contractual waiver of consequential damages, which barred claims for “cost of money” and “loss of capital.” The court rejected all of those arguments. The court did rule in Toshiba’s favor on the limitation of liability clause under the contract, which generally limits Toshiba’s liability to the total price of the contract.

The case is *Consumers Energy Co. et al. v. Toshiba America Energy Systems Corp. et al.*, 2025 WL 2250251, No. 22-10847 (E.D. Mich. Aug. 6, 2025). A copy of the court’s opinion is [available here](#). The trial is set to begin October 28.



SUPREME COURT CLARIFIES: NO MINIMUM CONTACTS NEEDED FOR PERSONAL JURISDICTION OVER FOREIGN STATES UNDER FSIA

Demetry Epstein and Jennifer Morrison Ersin

The U.S. Supreme Court recently issued a unanimous decision in *CC/Devas (Mauritius) Ltd. v. Antrix Corp.*, No. 23-1201 (June 5, 2025), clarifying that the “minimum contacts” requirement is not necessary to establish personal jurisdiction over foreign states under the Foreign Sovereign Immunities Act of 1976 (FSIA). The opinion, written by Justice Samuel Alito, removes a significant hurdle in the Ninth Circuit to enforcing arbitration awards against foreign states, aligning that circuit with the prevailing approach in other jurisdictions.

The case arose from the untimely termination of a satellite services contract between Devas and Antrix, an Indian state-owned company. A tribunal found Antrix liable and awarded Devas over half a billion dollars in damages. The U.S. District Court for the Western District of Washington confirmed the award and entered a \$1.29 billion judgment. The Ninth Circuit reversed, holding that the district court had no personal jurisdiction over Antrix because the company lacked “minimum contacts” with the United States. The Ninth Circuit reasoned that the FSIA’s statutory framework necessitated a showing of minimum contacts, as traditionally required under the Fifth Amendment.

The Supreme Court unanimously rejected the Ninth Circuit’s approach, holding that the FSIA’s statutory requirements alone determine personal jurisdiction over foreign states. Nothing in the FSIA incorporates a separate “minimum contacts” analysis.

The Supreme Court’s holding reinforces the supremacy of FSIA’s plain language and brings the Ninth Circuit in line with other courts that have addressed the issue. But *Devas* does not spell the end of “minimum contacts” in FSIA enforcement actions. The Court expressly left

Andrew W. Bell, Jessica Bozell, Charles L. Sharman, Peter Angelov, Kyle M. Doiron, Gabrielle A. Sprio, Ronald Espinal, Christopher A. Odgers, Lee-Ann C. Brown, and Sabah Petrov.

The 2025 Edition of *The Legal 500 United States* Recognizes Bradley's Government Contracts Practice Team. The team has represented more than 30 of the 200 largest government contractors in the country and obtained significant awards for contractors with entities including the Department of Defense, the Department of State, and Department of Veterans affairs, among others.

The Alabama Associated General Contractors named **Alex Thrasher** in their 2025 list of 40 Under 40 in commercial construction.

John Paul Hoelscher has been selected for inclusion in the 32nd edition of *The Best Lawyers in America* (Construction & Litigation – Construction).

Charles Sharman has been appointed vice chair of the American Bar Association's Year in Review Committee for the Section of Environment, Energy and Resources (SEER).

Lawdragon 2025 named nine Texas attorneys to their 500 X – *The Next Generation* list, including **Sydney M. Warren** and **Eve Pherdehirt**.

Kevin B. Mattingly was elected to serve as Secretary for the Maryland State Board Association's Construction Law Section Council for the 2025-2026 term.

...cont. on page 7

open the question of whether the Fifth Amendment independently demands a showing of "minimum contacts."

The Court also left open alternative defenses to confirmation of arbitral awards. These include whether the claims genuinely fall within the FSIA arbitration exception and whether the suit should be dismissed under forum non conveniens.

The takeaway from *Devas* is simple. The plain language of the FSIA does all the jurisdictional work under the statute. If a FSIA exception to immunity applies and service is proper, federal courts can hear a case against a sovereign without an extra showing of minimum contacts. This removes at least one obstacle to enforcement of arbitration awards against foreign states.

PROMISES TO PAY SUB-SUBCONTRACTOR MAY EXPOSE GENERAL CONTRACTOR TO LIABILITY FOR UNJUST ENRICHMENT

Amandeep Kahlon

On May 14, 2020, in *James G. Davis Constr. Corp. v. FTJ, Inc.*, the Virginia Supreme Court upheld a judgment on an unjust enrichment claim in favor of FTJ, a drywall supplier on a condominium project, against Davis, the general contractor. Notably, FTJ did not have a purchase order with Davis, but FTJ was able to rely on the existence of a joint check agreement and Davis's multiple assurances regarding payment and the resulting inducement for FTJ to continue performance to succeed on its theory of unjust enrichment.

Davis subcontracted with a drywall company to complete the drywall and metal framing for the building. The subcontractor hired FTJ to supply the drywall materials for the project. According to the court, to ensure the smooth operation of the project, Davis, its subcontractor, and FTJ executed a joint check agreement for Davis to make any and all checks out to both the subcontractor and its supplier. When the subcontractor fell behind on invoices for drywall, FTJ repeatedly contacted Davis about these past due payments, and each time, Davis assured FTJ that a check had been written or would be written for the materials at issue. As a result, FTJ continued to ship materials that it would have typically withheld on a past due account. During these interactions, Davis learned that its subcontractor was having trouble meeting payment obligations and worried that it would be unable to pay FTJ for materials.

When the subcontractor defaulted, Davis requested that FTJ not ship further materials and, again, assured FTJ that there were funds available to pay FTJ on past due amounts. FTJ did not file a lien, in part, because of its confidence that Davis would satisfy its subcontractor's debts. However, after terminating the subcontractor, Davis incurred additional costs to complete the subcontractor's work and informed FTJ that Davis could only pay a fraction of the past due invoices. FTJ filed suit, and, after finding the joint check agreement void for lack of consideration, the trial court ruled in FTJ's favor on its claim for unjust enrichment.

On appeal, Davis argued the trial court decision should be overturned based on the following:

1. The joint check agreement was valid, and the existence of a contract covering the subject matter of a dispute precluded recovery for unjust enrichment.
2. The unjust enrichment claim should be barred because it forced Davis to pay for the same goods twice, first, under the subcontract and, again, under the court's judgment.

3. Because the joint check agreement required Davis to make payments only when Davis actually owed money to the subcontractor, and no such payments were actually owed, FTJ failed to satisfy one of the key elements of an unjust enrichment claim — that a defendant must reasonably have expected to repay the plaintiff for the benefit conferred.

The Virginia Supreme Court rejected each of these arguments finding:

1. The existence of the joint check agreement, even if valid, did not foreclose recovery under a theory of unjust enrichment, where the benefit conferred was outside the scope of that agreement. The court concluded the joint check agreement governed the parties' interactions only as to the form of payment, and, thus, FTJ's claim regarding nonpayment of delivered materials fell outside the plain terms of the joint check agreement. The court also reasoned that Davis' repeated assurances that it would pay FTJ for materials after the subcontractor fell behind on payment created separate expectations regarding payment outside the confines of the joint check agreement.
2. Davis was not being asked to pay twice for the same goods because the dispute with FTJ involved payment for specific supplies and not the overall cost of the project. The evidence established that Davis did not pay for the delivered materials, Davis used the materials, and, absent those materials, Davis would have had to procure replacement supplies elsewhere, so, the court reasoned, Davis was only being required to pay once for those materials.
3. The language in the joint check agreement limiting Davis's obligation to payment for amounts actually owed to the subcontractor was undone by Davis's course of conduct in repeatedly assuring FTJ of payment to induce further delivery of materials. Based on that course of conduct, the trial court could plausibly conclude that Davis expected to pay for the drywall delivered by FTJ.

In upholding the trial court's decision, the Virginia Supreme Court emphasized the narrowness of its holding as to the specific facts at issue. The court appeared particularly troubled by Davis's intrusion into the subcontract-supplier relationship by providing repeated promises of payment to encourage FTJ's continued performance. The opinion also includes a lengthy dissent criticizing a number of legal positions staked out by the majority.

What lessons can be learned from this decision?

Under these circumstances, any broad takeaways or lessons from the court's ruling are limited. The decision creates as many questions as it answers. For example, progress billings often do not itemize expenditures from individual suppliers, but the court's decision suggests a contractor will not be able to rely on progress payments to demonstrate payment of suppliers whose work should have been incorporated into the work during the applicable pay period. How, then, can a contractor be expected to avoid double payment for work when sub-subcontractor raises a claim for unjust enrichment?

Regardless, contractors should be mindful of the court's approach in *Davis*. Strong legal arguments will not always be enough to overcome certain factual scenarios, and the reverse may also be true. The dispute in *Davis* was only over \$160,000, and after extensive and expensive litigation, the court found the contractor responsible for the full amount. To avoid unfortunate and unpredictable results like the decision in *Davis*, it is important to spend time evaluating claims on the front end and exploring reasonable commercial resolutions to any dispute.

INCOTERMS 101: THE BASICS OF INTERNATIONAL TRADE

Zachary Stewart

Fluency in Incoterms® is helpful for any contractor or materials supplier engaged in international trade. Most recent articles discussing construction and international trade emphasize how tariffs can increase construction costs and create project delays. These discussions usually focus on mitigating the cost and time impacts of tariffs via escalation, force majeure, and other change-related provisions. All these methods are appropriate if you are an upstream contractor or project owner not directly procuring goods from an international source. But what if your contract requires you to procure materials or equipment from Canada, Mexico, or overseas?

International trade poses significant challenges for the unprepared. Countries have diverse legal systems and geopolitical strategies that influence how they tax goods crossing borders and resolve trade disputes. Procuring goods internationally can also

involve long lead times, potentially disrupting a project’s critical path. If you are procuring goods from an international source, you should be aware of your rights and responsibilities under your purchase order.

To simplify the complexities of international trade, most buyers and sellers elect to use Incoterms. An Incoterm is a standardized trade term (abbreviated by three-letter acronyms) that automatically incorporates a host of risk-related provisions, including responsibility for import/export duties, customs clearance, carriage, insurance, and unloading/loading. The International Chamber of Commerce (ICC) defines 11 Incoterms, seven applicable to any mode of transportation and four specific to sea and inland water transport. Over 90% of international trade contracts incorporate Incoterms, which are used in 31 languages across more than 120 countries.

Incoterms create a spectrum of risk profiles for buyers and sellers. For example, the Ex Works (EXW) Incoterm (e.g., EXW “Seller’s Canadian Sawmill”) limits the seller’s risk. The seller is responsible for packaging the goods and making them available at its facility; the buyer is responsible for carriage charges, delivery, and import and export duties. The risk of loss passes to the buyer when the seller makes the goods available for pickup. In contrast, the Delivered-Duty Paid (DDP) Incoterm (e.g., DDP “Jobsite”) significantly limits the buyer’s risk. The seller is responsible for carriage charges, delivery, and import and export duties. The risk of loss passes to the buyer at the place named in the DDP Incoterm. However, Incoterms do *not* address critical terms such as contract price, delivery timelines, payment methods, title transfer, or liability for delayed or defective goods. Buyers and sellers should ensure these are covered elsewhere in their purchase order.

Consider a recent case: In *Glass-Inspiration GmbH Design ± Engineering (Austria) v. M.G. McGrath, Inc. Glass & Glazing (U.S.A.)*, a 2024 ICC arbitration decision, a U.S.-based glass and glazing subcontractor engaged an Austrian supplier to procure glass and stone panels under an EXW Incoterm for the reconstruction of the St. Nicholas Greek Orthodox Church in New York City, which was unfortunately destroyed on September 11, 2001.

After the purchase order was signed and manufacturing was well underway, the project’s general contractor terminated its contract with the church, and construction was halted. The Austrian supplier made the panels available for shipment in Vienna, but the U.S. subcontractor failed to pay for the panels or collect them, leading to significant storage costs for the supplier.

The supplier filed an arbitration demand under Austrian law to recover these costs. The ICC panel ruled in the supplier’s favor, as the EXW Incoterm obligated the subcontractor to pay for the panels once they were available for pickup. Despite the complexities of international law and the upstream owner–contractor dispute, the panel’s decision hinged on the Incoterm rules.

Mastering Incoterms is vital for contractors and suppliers navigating the global marketplace. These standardized terms clarify responsibilities for costs, risks, and logistics, reducing uncertainty in international transactions.

BRADLEY LAWYER ACTIVITIES AND NEWS CONTINUED

On October 29, **Jackson Parker** will be moderating a panel for the Construction Section of the Atlanta Bar Association.

On October 29, **Monica Dozier** will speak on the *Clean Energy Tax Credits* panel at the Tennessee Valley Solar + Storage Conference.

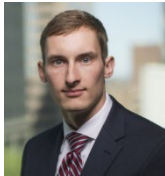
Carly Miller presented ‘Mid-Project Adjudication, Arbitration or settlement of Claims’ at the CLSA 2025 Annual Conference in Charleston, SC on September 19.

On July 21, **Monica Dozier** presented as a panelist for the Gulf States Renewable Energy Industries Association’s seminar *The Reconciliation Bill, Executive Order, & FEOC*, regarding impacts of the One Big Beautiful Bill Act on the renewable energy industry.

On July 31, **Monica Dozier** presented as a panelist for *Solar Tax Credit Webinar*, a seminar hosted by the state affiliates of the Solar Energy Industries Association, focusing on interpretation and impacts of prohibited foreign entities in the One Big Beautiful Bill Act.



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