



American Road
& Transportation
Builders Association



November 1, 2026

Honorable David Keeling
Assistant Secretary of Labor
Occupational Health and Safety Administration
200 Constitution Avenue NW
Washington D.C. 20210

Re: Construction Illumination, Docket No. OSHA-2025-0040

Dear Mr. Keeling,

The Associated General Contractors of America (AGC), American Road & Transportation Builders Association (ARTBA), National Asphalt Paving Association, and National Roofing Contractors Association (NRCA) welcome the opportunity to submit comments in response to the Occupational Safety and Health Administration's (OSHA) Notice of Proposed Rulemaking (NPRM) concerning [Construction Illumination](#), which proposes the rescission of 29 CFR 1926.26 and 29 CFR 1926.56.

The Associated General Contractors (AGC) is the nation's leading construction trade association. It dates to 1918 and today represents more than 28,000 member firms including construction contractor firms both union and open-shop, suppliers, and service providers. Through a nationwide network of 87 chapters in all 50 states, D.C., and Puerto Rico, AGC contractors are engaged in the construction of the nation's highways, bridges, utilities, airports, transit systems, public and private buildings, water works facilities and multi-family housing units, among other projects critical to the economy.

The American Road & Transportation Builders Association (ARTBA) represents all facets of the transportation construction industry including public and private sector members, that plan, design, build and maintain the nation's roadways, waterways, bridges, ports, airports, rail and transit systems. ARTBA's members are comprised of contractors, planning and design firms, materials suppliers, state and local agencies, and safety equipment manufacturers. ARTBA's nearly 8,000 members generate more than \$650 billion annually in U.S. economic activity, sustaining more than 4.4 million American jobs.

The National Asphalt Pavement Association (NAPA) is the only trade association nationally representing over 1,000 companies associated with the production and (road paving) application of over 400 million tons of asphalt pavement mixtures annually. NAPA members operate pavement mix plants in virtually every Congressional district, coast to coast, border to border. More than 94 percent of America's roadways and over 80 percent of airfields are surfaced with asphalt.

The National Roofing Contractors Association (NRCA) is one of the nation's oldest trade associations and the voice of roofing professionals worldwide. NRCA's over 4,000 member companies represent all segments of the industry, including contractors, manufacturers, distributors, consultants and other employers in all 50 states and internationally. NRCA members



American Road
& Transportation
Builders Association



are typically small, privately held companies, with the average member employing 45 people and generating \$4.5 million in annual sales.

We appreciate the administration's efforts to reduce the regulatory burdens faced by contractors. However, in this instance, we believe the industry is best served by preserving the existing standard.

Our answers to OSHA's questions are as follows:

1. How much do employers expect to save as a consequence of the rescission of requirements in the current standard?

We don't expect our members to see cost savings from this rule. Costs may go up if the proposed rule is finalized.

As the rule explains, sufficient illumination on the job site would remain an enforceable requirement under the general duty clause. In the absence of *codified* OSHA regulations, the construction industry will continue to rely on American National Standard (ANSI) A11.1-1965, R1970, Practice for Industrial Lighting to mitigate risk. This standard is a nationally recognized status quo, and that will not change as a result of this proposed rule. The standard costs \$120 to purchase, a new cost imposed by this proposed rule.¹

2. How much familiarization time would employers who are new entrants to the market be expected to save based on the revisions?

Because illumination would remain required under the general duty clause, employers who are new to the market would need to spend a substantially similar amount of time familiarizing themselves with the requirements. They may even be required to seek out and purchase a copy of the ANSI standard, which can take longer than referring to the Code of Federal Regulations.

3. Are there any benefits for worker protection that can be anticipated from this proposed change?

While we know contractors will continue to rely upon consensus industry standards, the proposal creates uncertainty regarding which standards OSHA inspectors will use for enforcement under the general duty clause. The proposed rule says that sufficient illumination "is obvious." We believe that, unfortunately, without guidance, the standard is ambiguous and leaves the door open for variability in the approval of job sites based on subjectivity. Without well-defined regulations, inspectors may enforce disparate ideas of what looks like sufficient illumination. An objective standard is a much safer and consistent solution.

¹ The current revision of the aforementioned standard is American National Standards Institute and Illuminating Engineering Society standard, **ANSI/IES RP-7-21+E1 (2021 edition)**, which is copyrighted by IESNA. It may be purchased online <https://store.ies.org/product/rp-7-21-recommended-practice-lighting-industrial-facilities/?v=eb65bcceaa5f>.

Slips, trips, and falls are by far the most common hazard on a worksite. They account for the greatest number of fatalities in the construction industry, especially among small businesses. Over the past 10 years, at least, an average of 371 workers were killed from falls, slips, and trips. We oppose any policy that may, even incidentally, raise the risk of this type of injury.²

Fall protection violations continue to be among the most cited standards in the construction industry, consistently topping the list of OSHA's most frequently cited violations. Due to the number of violations, the seriousness of injuries caused by lack of/or improper fall protection, and the number of fatalities caused by falls, it is imperative that additional emphasis be placed on fall protection training in the construction industry. Sufficient illumination is part of the solution and should be continually emphasized.

4. Are there any costs for employers that would result from this change that OSHA has not considered?

As mentioned above, contractors will continue to rely on American National Standard A11.1-1965, R1970, Practice for Industrial Lighting to mitigate risk. The purchase of the standard is a new cost, valued at \$120.

We also believe this proposal increases the risk that certain job sites will be insufficiently lit, leading to a greater incidence of workplace accidents, including slips, trips, and falls. An employer may think a workspace is sufficiently lit, but an employee with weaker eyesight might have trouble spotting certain hazards. This disconnect can lead to accidents in the workplace which may in turn result in increased costs.

The 2025 Liberty Mutual Workplace Safety Index,³ which estimates the top ten causes of the most serious workplace injuries and ranks them by their direct costs of medical and lost-wage payments, estimated that slips, trips, falls, and struck by injuries cost U.S. businesses nearly 25 billion dollars. This proposed rule could contribute to a higher number in 2026.

I. The Proposed Rule Creates Legal Risk for both OSHA and Employers

To-date there is no body of legal challenges based on the sufficiency of illuminated worksites. We believe this is because the existing *codified* OSHA regulations are clear, removing the need for such disputes.

² In construction, insurance companies assign every firm an Experience Modification Rate (EMR) based on its workplace injury record. An EMR of 1.0 means a company's safety record is average for its industry. A lower EMR (e.g., 0.80) signals fewer injuries than average and lowers workers' compensation insurance costs. A higher EMR (e.g., 1.25) means more injuries and raises premiums. Because EMR is widely used as a prequalification factor in bidding, even small increases can knock contractors out of competition for public and private projects. Owners may not hire a firm if its EMR is above 1.0, regardless of price or qualifications. That means workplace injuries caused by hazards like poor lighting don't just drive up insurance costs—they directly impact a contractor's ability to win work and stay competitive. With slips, trips, and falls already among the top sources of injuries in construction, removing OSHA's clear illumination standard may risk worsening injury rates and raising EMRs across the industry.

³ <https://business.libertymutual.com/workplace-safety-index/>

The proposed rule, due to the increased lack of clarity, may invite negligence claims if an employee is injured on the job site and sues OSHA and the employer for negligence. In this situation, a judge would have to determine if either party breached their duty to the employee by authorizing work on an unsafe and poorly lit job site. Lacking objective standards, the judge would likely make the judgment based on his or her personal judgment, which may or may not include a physical visit to the job site.

Creating the type of ambiguity that allows judges to create their own standard is an unnecessary risk and one that is completely avoided by preserving the existing standard.

II. The Proposed Rule Makes Enforcement More Difficult and Expensive

The Government Accountability Office concedes that “using the general duty clause requires significant agency resources, and that officials say it is not always a viable option.”⁴ The report explains that “violations of the general duty clause [are] challenging to cite, since a large amount of documentation is necessary to demonstrate that all elements required to use the clause are present.”⁵

Efforts to protect employees under the general duty clause can be met with significant legal challenges, leaving many workers vulnerable. It can be difficult for the agency to prove the existence of a recognized hazard, even in cases where a fatality occurs. Third-Party standards are also difficult to rely on. OSHA has been largely unsuccessful in relying on third-party scientific documents.⁶ Moreover, under the general duty clause OSHA must largely rely on expert witness testimony to prove both the existence of a hazard and the availability of feasible abatement measures that will materially reduce or eliminate the hazard in each individual case.⁷

Continued reliance on the existing *codified* OSHA regulations is in the best interest of industry and OSHA alike.

⁴ GAO [report](#) on Workplace Safety and Health, May 25, 2022. Last accessed September 5, 2025.

⁵ A general duty clause citation “requires that all four of the following elements are identified: (1) the employer failed to keep the workplace free of a hazard to which employees of that employer were exposed; (2) the hazard was recognized; (3) the hazard was causing or was likely to cause death or serious physical harm; and, (4) there was a feasible and useful method to correct the hazard.” *Id.*

⁶ See *Aldridge Elec., Inc.*, 2016 WL 8581709 at *14 (noting that “none of these documents is a mandatory document that [employers] must follow akin to an OSHA regulation.”)

⁷ See, e.g., *Industrial Glass*, 1992 WL 88787 at *4-7).



III. Conclusion

Thank you again for your efforts to improve the regulatory environment for contractors. Our collective associations take the safety of our members very seriously. However, we strongly believe that in this instance, deregulation creates new costs and risks for contractors, with zero benefits. If you have any questions or require further information, please contact kevin.cannon@agc.org.

Very Respectfully,

Associated General Contractors of America (AGC)
American Road & Transportation Builders Association (ARTBA)
National Asphalt Paving Association (NAPA)
National Roofing Contractors Association (NRCA)