

What's in a Word? Incidental

Executive summary. The word “incidental” is common to the construction industry and it can be damning if you’re not careful. Understand what you’re committing to when you enter that unit price in the bid proposal when it requires “all incidental costs be included”.



What is this word, *incidental*? *Incidental* or *included* or *shall include* all communicate to the Contractor that, regardless of the description in the bid item, you must include the costs of “these other things listed here...” in your price. An example is a bid item for 8” sewer. The bid item may read *8” PVC Sewer, SDR 35*. However, incidental to this may be asphalt sawcut, traffic control, excavation, shoring, bedding, pipelaying, pipe zone backfill, trench backfill, testing, base course, new asphalt, and striping. Ready your contract!

Where do I find this word, *incidental*? It’s usually not hiding too bad. You should be able to find it in your project specification in the payment section or in the standard specification for, in this case above, sewer installation. You need to dive into the payment section because this is where owners, and their lawyers, will come to in order to defend against your claim for more money. And if the language “...all costs associated with the functionality of this line shall be included...” or “...the unit price shall be all encompassing...” or “...all costs incidental shall be included...” is present, you better have everything in there.

It’s not terrible; there’s opportunity. Most readers are thinking, “Yeah, I get screwed every time by that language. Engineers are lame.” You shouldn’t think this way. First thing’s first though, you need to make sure that you included everything in your estimate on bid day. No one can help you there. However, if there is a change in the work, only you the contractor knows where the money is in the bid item. Extra work or a reduction in work can be used to your advantage to increase the bottom line of your project.

My story. There are two dictionaries in my office, one for legal terms and one for construction terms. Neither have the word *incidental*. Google says, “accompanying but not a major part of something”. That’s not really right in this case.

My G-rated version of this definition is *include this cost or there’s no other way to be paid*. The R-rated version goes something like: “if you don’t include this cost here you’re #%*!ed”.

What an owner is doing here is totally fair. And reasonable. The owner made the rules, simply play by them. You may be used to ten bid items encompassing the payment of the sewer line installation discussed above. So, it follows that you know how to price these components of the work, now just take those components of the estimate that used to be ten bid items and put the pricing of these activities up under the sole bid item.

BONUS: In addition to the advantage presented above in an additive or deductive change, don’t forget that you can take advantage of the situation if your client requires that you create a breakout on these incidental items. If a bid item states that this shall include all incidentals in the unit price on bid day, and then the construction manager wants you to break out this bid item’s incidental costs into sub-bid items, do so in a way that can improve cash flow and/or benefit you if a particular component of the work will overrun or underrun.



Money may not grow on trees, but can it grow out of sewer trench?

Work safe!