

# *The role of relevance and mutual assumption in the language of contract communication*

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CONTRACT COMMUNICATION PROBLEMS are common within the landscape industry. The contextual frames of reference and assumptions held by both designer and contractor affect the way information is interpreted. In order to interpret a piece of communication correctly, both parties must learn and understand the meanings and implications of the language used. This requires the formation of mutual understanding between them, whereby quality is more likely to be achieved. Relevance theory offers an explanation as to why contract communication problems occur and a guide for achieving successful contract communication.

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The importance of good communication within the landscape construction industry cannot be over emphasised . . . On site problems . . . usually occur due to communication failure. (Mayer 1987, p.1)

THE TYPE OF LANGUAGE we use to communicate our ideas and requirements can affect the success or failure of the landscape implementation contract. In this paper I examine how an understanding of relevance and mutual assumption can help modify the way we communicate and the language we use to effect a favourable result in contract dealings. Before considering the specifics of landscape contract communication, I outline the role of mutual assumption and relevance in communication more generally.

## *Mutual assumption and relevance*

Most theories of communication are based on either the code model, in which communication is achieved by encoding and decoding messages, or the inference model, in which information from one party is interpreted by another. Relevance theory combines both models to explain how communication and the transfer of meaning occurs. Because it is not totally reliant on either model, relevance theory can be used to examine a broad range of communication methods and thus a variety of possible reasons for contract problems, rather than presuming that poor specification writing is always to blame.

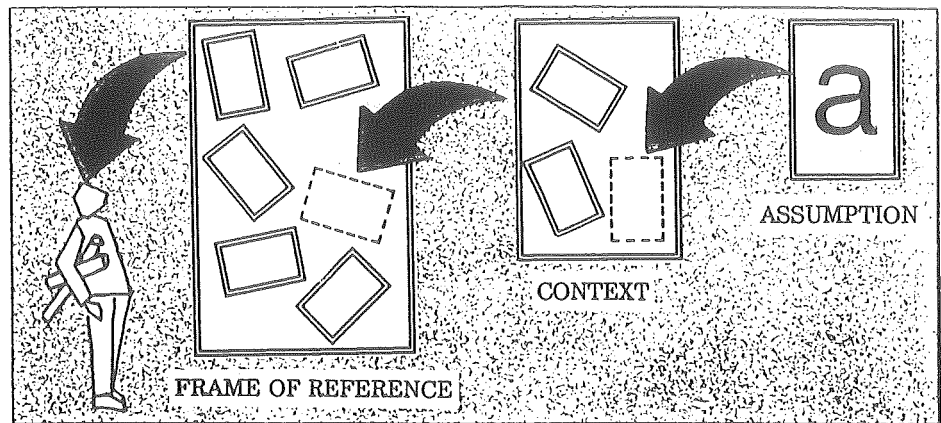
## FRAMES OF REFERENCE AND CONTEXT

When we interact with the world, we interpret the meaning of it within our individual frame of reference. This framework contains all accessible information and assumptions at a given time. It may include details such as the surrounding environment, cultural background, memories and beliefs, many of which are affected by emotions, logic, illogic and prejudice. A frame of reference can be considered as a grouping of a number of contextual subsets, each containing small groupings of conceptual information and assumptions associated with a common entity (figure 1).

New information is compared and tested against the specific contextual subset in use at the time. The accuracy of interpretation can vary depending on

## KEY WORDS

*Contract communications  
Relevance theory  
Mutual assumption  
Landscape architecture  
Meaning*



*Figure 1: Collection of information available to the individual (frame of reference)*

the context. If the information confirms an existing assumption then it is added to the frame of reference, strengthening that assumption. Correspondingly if the information conflicts with assumptions in the contextual subset, it is generally not believed and discarded within that context, although it may be used to extend other assumptions and contexts, for example assumptions about the reliability of the source.

Sperber and Wilson (1986) suggest that communication can occur effectively if people first share the appropriate frames of reference. With this mutual understanding, many people can respond to a given event or piece of information with the same set of assumptions. In an on-site interaction between a designer and contractor, both parties would respond to a piece of communication or information with the same frame of reference if it is accessible to both and they are capable of recognising its significance. This explanation of effective communication also relies on the notions that information processing involves a cost-benefit analysis and that humans automatically aim to process information in the most efficient way possible.

When someone attempts to communicate a piece of information, it is assumed that the recipient will interpret it within the intended context. However, the communicator may have changed their contextual subset between one piece of information and the next. Unless the recipient realises that the preceding context is unconnected with the new information, then he or she will interpret that information in relation to the preceding context. Austin (1987, p.106) describes how contexts are ordered by their accessibility:

The first and most accessible context is contained within a larger, slightly less accessible context, and so on through a range of contexts that become progressively less accessible.

## RELEVANCE

Relevance theory is a relatively new approach to explaining meaning. Originally developed by Sperber and Wilson in the field of linguistics, its principles and predictions about modes of communication can also be applied to the landscape industry to explain the successes and failures of contract communication, and how designers and contractors interpret information.

The role of context is central to Sperber and Wilson's theory of relevance. They suggest that 'an assumption is relevant in a context if, and only if, it has some contextual effect in that context' (Sperber and Wilson 1987, p.704). A recipient assumes that information provided by a communicator is relevant to them. This guarantee of relevance may be implied through ostensive behaviour or other stimuli, such as gesture, noise and physical presence, and should be enough to gain the attention of the intended recipient.

### *Language and meaning*

The choice of language used in communication affects the context in which meaning is inferred. Relevant terms can be considered irrelevant if interpreted in the wrong context. Terms like 'standard horticultural practice' or 'in a tradesman like manner' have greater meaning to someone whose frame of reference contains contextual information about them—such as, in this instance, a contractor who has been through a horticultural apprenticeship as opposed to one who has not. Without realising it, untrained designers and contractors can hold assumptions which are not well founded and the language they use to communicate them can have significant implications if interpreted in a different context.

### *Learning the language of contract communication*

In order to interpret a piece of communication correctly, both designer and contractor must learn and understand the meanings and implications of the language used. They must develop and hold appropriate sets of mutual assumptions and learn to identify the occasions when mutual understanding has not occurred. If a designer and/or contractor is not familiar with the language used, misunderstanding may occur.

When entering into professional practice, designers begin to learn the communication skills and language necessary to relay intended design, implementation and quality information to others. Essentially they learn contract communication through their own and others' experiences and mistakes, which can take considerable time.

Developing a set of assumptions relating to the meaning of contract language and quality can be accelerated when an inexperienced designer or contractor works with someone with appropriate experience. In this way, the inexperienced apprentice is able to observe the appropriate use of language and gesture in the contract communication process, and in so doing add constantly to the numerous contextual subsets in his or her overall frame of reference.

Both designers and contractors learn the language of specifications in much the same way. When confronted with a new set of terms in specifications, a contractor interprets them and makes assumptions about what the designer intended. For the designer, too, contextual information is added to his or her frame of reference and assumptions are developed about how to communicate the meaning of a design and required quality.

Contractor and designer can establish mutual assumptions through communication and testing. The more forms of communication that are used, the less time it takes to establish a mutual assumption.

### *Modes of communication*

Within the context of the traditional landscape implementation contract, communication occurs through three modes: plans and drawings; written specifications; and interpersonal contact. How each is interpreted is partially determined by the frames of reference held by designer and contractor.

#### PLANS AND DRAWINGS

Plans and drawings communicate information about the physical form and location of a design to a contractor. Through graphics, symbols, notes, numbers, codes and abbreviations, plans are an attempt to symbolise what the designer expects upon completion of a project; they are a desired reality in an abstract form. Different languages are used by different professions to represent reality. For example, electrical circuit diagrams may bear little resemblance to the actual layout plan of wiring and lighting within a site, yet both represent the same reality.

Contractors generally regard the information communicated by plan or drawing as new and site specific and, as such, providing a high guarantee of relevance. Thus the contractor is likely to examine the plan closely and request clarification where details are unclear or possibly misleading.

#### SPECIFICATIONS

Written specifications are used to communicate both qualitative and quantitative information. To be effective, specifications must be clearly constructed, well written and, moreover, contain language understood by both specifier and contractor. Often contractors have difficulty in interpreting clauses which contain unfamiliar terminology or concepts. The use of plain language and relevant information can only benefit contract communication.

Information considered repetitive is sometimes dismissed as irrelevant. If a specification appears familiar or standardised, the contractor is less likely to examine it as closely as a specification which appears new or previously unseen, increasing the risk of new and relevant information going undetected. In a tender situation, this problem is increased by the specifier's lack of knowledge about the contractor or the assumptions that the contractor holds, such that the risks of omitting standard and repetitive information appear much greater than its inclusion.

Many specifications contain standards and codes of practice covering a wide range of work techniques and minimum acceptable standards. The use of clauses such as 'Work shall be carried out according to NZS 4431:1987' holds little relevance to a contractor who does not have appropriate knowledge of that specification. In such cases the clause may be ignored because the cost of processing that information by attaining and reading the particular standard may be considered greater than the benefits. Similarly, contractors can ignore information and proceed on pre-existing assumptions when they consider that a designer has no expertise in a particular area, especially when they also consider themselves expert in that field.

#### INTERPERSONAL COMMUNICATION

Interpersonal communication is a broad concept. Communication occurs intentionally to exchange information and meaning, and can also be initiated or received unintentionally. It occurs through a mixture of verbal and ostensive

behaviour. Moreover, as discussed above, individual frames of reference will influence the perceptions that different people have of the same experience or event. As Haney (1974, p.188) states:

One's internal state is the product of his [or her] learning processes and it is obvious that the lessons acquired by one person can differ markedly from another.

Stress and emotions affect the interpretation of information as does ambiguity and inference. In a working relationship where any participants are under stress, effective communication is less likely to occur. The use of ambiguous language not only results in the failure to communicate, it also prevents thinking in a way that will overcome the difficulty and lead to effective communication.

Face to face communication is more effective in the development of mutual assumptions than verbal communication alone as it allows the use of ostensive behaviour such as body language. Additionally each participant has the opportunity to test assumptions within the same environment. The precise meaning of words such as 'smooth' or 'irregular' can be confirmed by samples. Regular meetings allow mutual assumptions to continue to be developed and reinforced, thus further reducing the opportunity for misunderstanding and mistakes before the work is carried out.

Face to face communication also presents a stronger guarantee of relevance, which can be implied to the contractor by the designer's presence alone. However, additional participants in the communication process can multiply the difficulties involved in the already uncertain process of transferring meaning and forming mutual assumptions. It is more effective to communicate directly with the person carrying out the job than through a third party. While this approach conflicts with the traditional contract system and its legal necessities on a site, where a good relationship exists between the contractor and designer, bypassing a third party may be possible.

## WORKING RELATIONSHIPS AND MUTUAL UNDERSTANDING

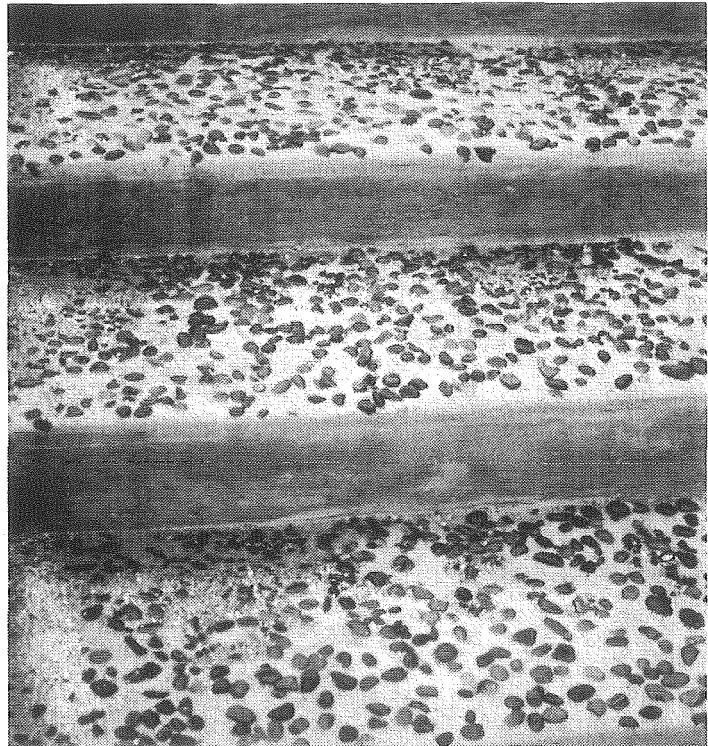
Relevance theory would suggest that a well established working relationship between a designer and contractor will produce few communication problems. From previous communications and interactions, many mutual assumptions will have developed. As both use the same language and contextual framework, highly efficient communication can occur with minimal effort.

Interviews with contractors and designers provide evidence to support this theory.<sup>1</sup> Many observed that contract communication was simpler with people with whom they had worked before. Each party was able to form mutual assumptions with minimal explanation and interchange. Designers felt they could communicate instructions and requirements in brief with the confidence that understanding would not be lost by skipping the confirmation steps that had occurred previously.

In a less established working relationship, where there is greater chance of participants using different frames of reference, contractor and designer may not realise the extent of the effect that context can have on interpretation. In this situation, a contractor might find it difficult to understand and accept why a piece of work is rejected.

The development of mutual assumptions takes greater effort and more communication is required when a designer and contractor are from different

backgrounds. For example, with landscape contracts implemented by non-landscape contractors, mutual assumptions about appearance, form and quality develop quickly in the areas of the contractor's expertise, but take longer to develop in areas where the contractor has no experience as he or she may lack the underlying assumptions required to identify and thus use the necessary skills for the job. Figure 2 illustrates how an unacceptable finish can arise from a difference in assumptions between designer and contractor. In this case the contractor's frame of reference did not contain sufficient contextual information about the meaning of 'an exposed aggregate finish' or how to achieve it, but this was not established in previous communication with the designer.



*Figure 2: Exposed aggregate finish—the result of a difference in frames of reference*

### *Quality*

As already mentioned, assumptions about quality are learned through observation and practice. Acceptance of a piece of work can communicate to a contractor that the desired quality has been achieved. The designer who accepts work which is not quite up to scratch, but close enough, risks reinforcing an assumption of acceptable quality in the contractor's mind. From such reinforcement, future work may be performed to the previously accepted standard of quality, introducing the potential danger that implementation quality will gradually but continually decrease with each new job.

## Conclusion

Contract communication is more than just presenting a contractor with a set of plans and specifications, making a couple of quick phone calls and site visits, on the assumption that the job will then be understood and carried out in the way intended. It requires the formation of mutual understanding between designer and contractor. Without this level of understanding, the intended meaning and full implications of the language used to communicate design and quality requirements may never be conveyed.

When contract communication does not lead to the formation of mutual understanding, a design may not be implemented in the way intended. Finished quality may differ from the designer's expectations. Acceptance of substandard work only facilitates the formation of mistaken assumptions by a contractor about minimum required standards, and decreases implementation quality further in future.

## NOTE

<sup>1</sup> Interviews were carried out as part of research towards an MLA (Mansergh 1992).

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