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# ON A ROAD TO PROMISES THAT WORK

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## ABSTRACT

This research into the applicability of “Promise Based Management” in the UK construction sector examines the business side of construction as to where and how client and customer interact. A research opportunity to attend meetings and conduct interviews with clients and contractors on a major construction project in the North West of England gave first hand access to the various issues involved and enabled the researchers to draw some conclusions as to how promises are both a key to success in a construction project and indeed an enabling factor in how things get done in construction.

Our focus is “speech act theory” or the “language action perspective” and its analysis of the way social cohesion is produced. Meetings were attended which were concerned with the planning and implementation of a contract and interviews were conducted with members of the client, main contractor and subcontractor teams. The initial findings point towards the necessary resilience of the sector and how successful project managers deal with the contingencies that arise and even on occasion work them to the advantage of the project and, of course, the company.

## KEY WORDS

Ethnography, Language action perspective, Philosophy, Project management, Promise-based management.

## INTRODUCTION

The apparent simplicity of the ideas incorporated in “Promise Based Management” belie the necessary rigour required in following the template outlined by Sull and Spinosa in their article from the Harvard Business Review of April 2007. In the article cited there are five indicators by which the authors describe a ‘good’ or “well crafted promise”, that is one that stands a chance of working.

- **PUBLIC** : If a promise is public it cannot be conveniently forgotten.
- **ACTIVE**: If active there must be a collaborative approach to its execution. From a Language Action Perspective any breakdown in communications is usually due to one of the parties who was not actively involved in the making of the request or the receipt of the promise. Hence the increased role played by the communication between the parties.

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- **VOLUNTARY:** The importance of its voluntary nature is that it is effective and “owned” by those involved in the delivery of the promise.
- **EXPLICIT:** The explicit nature of the promise draws those planning its execution into an active awareness of what they need to do and so do it.
- **MISSION BASED:** : The whole of the action is essentially grounded in a shared vision or a sense of mission involving the culture of the organisation and its concerns (Sull & Spinoso 2007).

So in our discussions and negotiations we need to have in our deliberations the five indicators of “Good” Promises in management.

Ethnography and specifically ethnomethodology as an approach to research enables us to discuss the subject and observe members in an attempt to be free from preconceived ideas about what our findings might be. Francis and Hester (2004, p23) commend the ethnomethodological approach:

*“Ethnomethodology starts from the assumption that observing what is going on in the social world is something anyone can do, and indeed it is something that everyone does as a matter of course, and then it seeks to expand how this is possible.”*

This method of research does present the researcher with some difficulty arriving armed with an hypothesis for testing. So it is perhaps a more conservative approach that is needed so that we can test whether the proscribed parameters of Promise-Based Management adequately describes effective promises in the construction industry. Therefore if “Promise Based Management” is applicable to construction management construction managers will become aware of the need to carefully craft their promises in order to improve project management. The implications for the industry to meet Sull and Spinoso’s call “to fundamentally rethink how work gets done” (art cit, p.80) would in fact help towards the partnering and collaboration that Latham et al in the UK and others in the Lean community acknowledge will improve the industry.

The Lean perspective is served in that our research addresses specifically the waste of language coordination which it is suggested can be reduced by an awareness of the importance of making good or well crafted promises that observe the five factors Sull and Spinoso identify as designating a promise that will work. There has been significant previous interest at IGLC in these issues Senior (2007), Kagioglou and Koskela(2005), Azambuja, Isatto, Marder and Formoso (2006), Howell and Dean (2005), Macomber and Howell (2003), Vrijhoef, Koskela and Howell (2001). For the purpose of exploring these issues, we gained a research opportunity at look ahead meetings and joint customer-client meetings on a major construction site in the North of England.

Previously for IGLC (Cleary et al 2008) and at an early stage of our research we discussed the question of human interaction from the perspective of the twentieth century existentialist philosopher Martin Heidegger and particularly the issues of “breakdown” and “mood” in his writings and what is revealed or brought to light, in the “concerns” of human interaction and the use of language. The object of that paper was to discuss some of the philosophical roots of the “Language Action Perspective” alluded to increasingly in papers discussing theory and human issues in IGLC proceedings. We looked at the work of Fernando Flores and how he had engaged with both the world of management theory and computers supported cooperative work

(Winograd and Flores 1987). Fernando Flores in his own PhD thesis (Flores 1982) wrestled with ideas involved in management and communication that lie at the centre of our research.

He states in his thesis that

*“Management is that process of openness, listening, and eliciting commitments, which includes concern for the articulation and activation of the network of commitments, primarily produced through promises and requests, allowing for the autonomy of the productive unit”* (Flores 1982, p42).

Flores states the question behind his researches into business and communication practices “in the office of the future” is the question of “What is Management?”.

The now well known and often adapted “Loop of Commitment” provides a model for the actions involved in a successful promise being acted upon and executed. The seriously difficult background is that of Flores and his various collaborators grounding in the field of “ordinary language philosophy” looking back to the work of, amongst others, John Austin. (Austin 1961)

Austin sought a new terminology in which to discuss issues interesting philosophers in the first part of the twentieth century. At the risk of oversimplification (something that Spinoza complains of regarding his editor’s decisions) Austin prioritised the performative over the descriptive in language theory. Austin coined the phrase “The descriptive fallacy” when he pointed out the obsession in philosophy from the ancient Greeks onwards with truth and falsity. Even in his time in Oxford the position regarding language was that describing the world, the descriptive which he called the “constative”, was what language and communication was about. For Austin, the classically trained scholar and translator, language doesn’t work in anything like that fashion. His key insight is that many utterances “do” something. In acting we are acting upon the world. Hence his performative preference as more interesting for philosophical endeavour.

Austin agreed that language does describe but he denied it to be the primary function of language particularly regarding the verbs “know” and “promise”. In his work communication is not always transparent and forces are at work in utterances. For Flores language is a coordinator and enabler of human endeavour. Austin wrote of the “happy” outcome when an utterance has ‘uptake’ by a hearer. Of the opposite case Austin wrote:

*“These performative utterances are not true or false, then. But they do suffer from certain disabilities of their own. They can fail to come off in special ways, and that is what I want to consider next. The various ways in which a performative utterance may be unsatisfactory we call, for the sake of a name, the infelicities; and an infelicity arises—that is to say, the utterance is unhappy—if certain rules, transparently simple rules, are broken.”* (Austin 1961, p.224)

From Austin’s work and the development of his thought by amongst others John Searle, Flores’ graduate tutor at Berkeley, Sull and Spinoza attempt to draw a management theory for use in business organisation.

Now at a distance of thirty years the “office of the future” could be considered to be the “construction site of the present”. Office practices and managerialism are clearly present in the construction procurement process and issues of promises,

commitments and requests, we suggest, help to open those involved in project management to what really occurs when the project rolls out. In the context of our fieldwork we encountered examples of much more collaborative work practices and a movement away from the adversarial approach of previous construction managers. The origin of this change is the NEC contract structures in place enabling more agility in the management of projects. Much of this client/customer centric approach is acknowledged as the way forward for the industry (cf. Adamson and Pollington, 2006, p51). The background to this change can be seen in the various reports on UK construction culminating in Latham in 1994 and Egan in 1998 and 2002 intended to open the sector for its own good to the modern business management world.

## **THE SETTING**

After discussion with bid managers and senior staff at the head quarters of a major UK construction company permission was received to attend meetings and discussions on an ongoing construction project the making of a major road bypass. From a construction perspective there were several structural elements of interest that would test the successful execution of the project. A major railway line had to be crossed, the water table in the area is very shallow. The issue of flooding due to water seepage necessitated the construction of an impermeable barrier to prevent the danger of seepage at the same time maintaining the natural water table levels. Differing agencies from the local area and nationally were involved and issues such as environmental sustainability were very much to the fore. The potential change to the water table highlighted some of the sensitive issues for the contractors involved. The balance of maintaining what was a dry grassland pasture and avoiding either drying out or water logging in an area of natural beauty.

Over a period of three months approximately thirty hours of recordings were made at the Thursday meetings looking ahead at the project. In the morning the Project Manager from the client met with the Project Director from the main contractor and his agents heading up earthworks, structures and costs. A similar meeting was held in the afternoon with open access to foremen and engineers of the subcontractors. The meeting was chaired by the Project Director from the main contractor and attended by the Project Manager from the Client. Ad hoc meetings were attended with a consultant from the Environment Agency and a risk management firm. Attending the risk management meeting prior to certification were executive managers from the main contractor. After the first month interviews were conducted with client, contractor and sub-contractor groups. After attending a site induction a tour of the site was conducted with the structures agent, which helped in demonstrating the need for implementation of issues discussed at the full meetings. The project was at midstage at the time of our fieldwork and the earthworks and structures were being undertaken prior to surfacing.

## **PROMISES IN CONSTRUCTION**

Sull and Spinosa's article is not particularly addressing construction but an approach to communicating with customers and how marketing strategies need to understand the market in which they are bidding. Egan in his report "Rethinking Construction" might be an echo for Sull and Spinosa of their wider agenda of "fundamentally

rethinking how work gets done” (see ref. above). It is no coincidence that it is here that Egan comments on Lean thinking in construction:

*“We are impressed by the dramatic success being achieved by leading companies that are implementing the principles of “lean thinking” and we believe that the concept holds much promise for construction as well. Indeed, we have found that lean thinking is already being applied with success by some construction companies in the USA. We recommend that the UK construction industry should also adopt lean thinking as a means of sustaining performance improvement” (p.22, §50)*

In our fieldwork conversations observed and recorded demonstrate the unforeseen events that surely occur on construction sites around the world and give a flavour of the nature of construction management and how construction managers function. In an interview with an engineer for one particular subcontractor the following remark was made about the incomplete nature of the design at the bid stage :

*“If we are going to be talking specifically about this one what we bid doesn’t resemble in any way what we’re building ... That’s essentially because the design wasn’t as complete as it could have been there were ideas but they weren’t design and they went out for a tender which was not based on what .. I think even N knew at that time it wasn’t based on what they were going to do.”*

There was a general attitude of being on display around the site and the Wednesday morning open surgery run by the client and main contractor showed openness to client-customer relations. The Main Contractor has achieved 37.5 out of 40 in their recent “Considerate Constructors Scheme” 4audit for the Bypass. The industry average of 30 recognised the contractor for their high levels of community engagement. This is an indicator of the readiness of the industry to embrace different ideas from the world of business such as those outlined by the practitioners of “Promise-Based Management”. However, the uncertainty about the nature of the detail of the design and plan noted by the engineer above plants the seeds for dissension when the detail of the plan comes together. In fact it wasn’t the apparent major issues that seemed to generate the dissension along the supply chain but some apparently peripheral issues that characterised the lack of trust that can change the atmosphere for negotiations that inevitably arise in the management of projects. Intentions then become questioned and responsibility for “snags” or “breakdowns” can introduce questions of blame and recrimination.

An example of such an apparent side issue was the chance coincidence of the first fine day for a while and the rolling out of the Main contractor’s Health and Safety initiative. The placing of the majority of the workforce in an unventilated confined

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The Considerate Constructors Scheme is the national initiative, set up by the construction industry, to improve its image. or indirect impact on the image of the industry as a whole. The main areas of concern fall into three main categories: the environment, the workforce and the general public.<sup>4</sup>

space for the morning added to the negative experience. Whilst no one questions the need for adequate Health and Safety in construction the issue then took a life of its own and occupied the opening hour of the afternoon plenary meeting. The comment from the chair “well you signed up for it” highlights the failure of key points of a well delivered promise in this unlikely area.

The best (optimum) way to lead forward (productere) the processes involved in construction. i.e optimise production, involves acknowledging not just the product but the skills and the knowledge of those involved in the process. It is not just waste that will be eliminated but in its place will be a sense of purpose and the shared vision of “rethinking how work gets done”(Sull and Spinosa op cit). The resultant sense of well-being in work done that is often not seen by those who fail to understand the human interaction in work resulting in the happy or felicitous outcome of which Austin wrote.

*“But now, when I say 'I promise', a new plunge is taken: I have not merely announced my intention, but, by using this formula (performing this ritual), I have bound myself to others, and staked my reputation, in a new way.”*

(Austin 1961, p.98)

In fact it was the relationship between key individuals on site that was crucial to successful and difficult negotiations and ongoing commitments made and remade during the project.

### **HOW ARE NEGOTIATIONS UNDERTAKEN BY THOSE CHARGED WITH THE DETAILED IMPLEMENTATION OF THE PLAN?**

To negotiate presumes two sides that intend to arrive at some form of agreed solution that will resolve a dispute or disagreement. The nature of planning in construction makes this a common experience for both client and contractor. Flores “loop” of promises from an initial apparent simplicity takes on more complexity when additional loops are added as unforeseen events arise. The plan can appear to contain the promise and potential for fulfilment but when an obstacle to completion is encountered it is then that the new promise in detail is negotiated.

At an early stage of our research an opportunity arose to attend and record a meeting between the client, main contractor and consultant with the outside agency for the Environment. There had been a promise elicited prior to the contract relating to the preservation of the amount of peat on site after the road had been built. The voluntary nature of the promise and the public aspect of the issue seem to have been served well at the time. The problem to be addressed was at the initiative of the foreman of the earthworks team who had become aware of the costs involved in the handling and storage for later reestablishment of much more material than the earlier meeting had anticipated.

As noted above the incomplete nature of the design of the project at the contractual phase, which might cause raised eyebrows at least in other business communities, did have consequences for promises given verbally later in the project. The meeting with the consultant from the Environment Agency demonstrates how the active nature of the collaboration was necessary since the issues had been discussed two years prior to the project. It was the quantities of materials to be moved stored and possible double or triple handled that raised alarm bells for the subcontractor

involved. In the following transcription PD refers to the Project Director of the Main Contractor and PM the Project Manager of the client.

*PD To be fair then it's N. one of the... I don't quite know how it come up he was certainly one of the ones that pointed major concerns about the missing and the*

*PM It's just when you realize how much it is*

*PD It's the quantity*

*PM Once you realize how far twenty-five per cent goes y'know it's got to go all the way down there and if you take those out*

*PD you go a kilometer that way*

*PM Yeah yeah. If you take took those areas out because the farmer doesn't want it – you're almost talking everything else on the job. Which will give you a major logistical problem.<sup>5</sup>*

The precise nature of the problem now threatens and stretches the commitment to the Environment Agency. The description “a major logistical problem” has the force of focussing the parties involved on the nature of the problem in hand and the unexplored and unanticipated detail brought to the discussion because of the financial implications not made clear at the initial discussions. The discussion proceeds with a compromise being made by the Environment agency because of the necessity of not interrupting the flow of work with what should have been a foreseeable eventuality. So an agreement had to be sought to change the outcome :

*EA The priority was using the peat I mean this was going back about eighteen months now the agreement was made we'd .. reuse the peat onsite and it was the key priority from your sort of environmental sustainability point of view ... ehm... but at the time we didn't have an exact view*

*PM Well I think nobody put two and two together*

*EA Yeh*

The inexact nature of the situation is here acknowledged and a renegotiated position was reached and progression made and the main works aren't unduly disrupted. The lack of “an exact view” and the concession that “nobody put two and two together” is an example of both sides acknowledging the inexact way the issue was discussed or glossed over at the time of the initial discussions. How these issues are dealt with is central to our topic because it is necessary to look more carefully at these issues to inform construction management of the need for care in how these promises and plans are both crafted and more carefully elicited.

### **CAN THE FIVE INDICATORS FROM THE SULL AND SPINOSA ARTICLE HELP IN THE IMPROVEMENT OF THE INDUSTRY AND IT'S PUBLIC FACE REGARDING “DELIVERY OF PROJECTS”?**

Sull and Spinosa's examples of promises that achieve an edge in business are drawn almost exclusively from the financial services industry. Those who make these

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<sup>5</sup> The text is a transcription from the actual recording and here as elsewhere in the paper represents the flow of speech and conversation endeavouring to take account of intonation and sequence of speech. (See Boden 1999).

commitments and carry them through are as Flores acknowledged functioning as successful manager. The issue for us is whether there is something about construction management that makes it impossible for all these factors to work in the supply chain. Some of our research involving subcontractors and the main contractor appeared at times to contradict some of the Sull and Spinosa article maxims for good promises as they would perhaps challenge some of the inbuilt insecurities of the construction industry. The usual stance of “common sense” and “good manner” leads to the attitude “provide information but not a commitment” and “be less than candid in one’s feedback at joint meetings” leaving of course room for manoeuvre. The often unspoken attitude of the contractor that “the client doesn’t always know what they want” would seem to militate against a fully public promise. In the sense that the client often changes their requirements as the project is underway and renegotiation of the agreement is ongoing between client and contractor. However the need to place customer/client in the centre of the negotiation (Latham & Egan) is recommended to improve the industry and its manner of working.

During our field work the public nature of the enterprise was clear and several times the client and contractors reflected on the changed nature of the industry over years. In an interview the Project Director, who had thirty years experience in Project management, spoke of one particular experience :

**PM**:*“The last Major contract I was involved in ended up in the high court which was the (Name deleted) bypass. And the contract ...er... it was a quite interesting difference it was a joint venture between (Name deleted) and (Name deleted) and as companies they had quite different approaches. And I would say (Name deleted) were a much straighter company , much blunter company but more open and more honest. (Name deleted) were more devious. ...*

*That particular job was tendered at a time of very competitive tendering so there was not a chance to build the job for the price*

*(Interviewer : “and did you know that when you started it”)*

*It was a thirty-eight million tender and everybody knew it was going to be a fifty-odd million pound job. (pause) actually I knew it was going to be a sixty-five million pound job.*

*Again it all comes down to the quality ... a lot of it ...there’s two things the quality of the documentation and the way the job is procured. If it’s procured on lowest at a time when there’s not a lot of work about you are going to get a price that means the guy’s got to look for opportunity to maximise his income.”*

Several times in conversation with other engineers and managers similar issues arose and anecdotes about “how things were previously done”. If a job was undercosted, so one such account went, the contract was there to be marked out where the errors were and where money could be made to make up for the inadequate costing at the time of the bid. At the time of an economic downturn this attitude was seen widely in the industry according to our Project Director, in fact the use of the NEC contract was mentioned in several interviews as an example of how a less adversarial and more negotiated way was being implemented in the improving situation of UK construction.

Cost, value and quality are at the core of this brief reflection of our Project Manager. Clearly his earlier experience was one to be aware of compared to the collaborative working we observed while researching this new site. Reflecting on a time of economic stringency his wariness about the intentions of the contractors involved tells of a time in which construction planning was designed for claims and look “aheads” were fraught with difficulty for the managers involved. Reflecting on commitments and management the same Project Manager told of his reluctance about using e-mail throughout the job as some of his staff would be making commitments that weren’t fully “thought through”. He estimated he spent up to three hours a day monitoring all e-mails copied to him to keep a watching brief on these too easily made promises. A similar issue arose with confirmation of verbal instructions which if not handled with care ended up being forward warnings for extra costs on the job.

The collection of skills that make up the construction industry from on site manual skills to areas of computer supported imaging and modelling all require an element of trust for the project to be executed “on time, in budget, to specification”. The amount of good will required to fulfil these aims adds up to success or failure and corners cut at the time of the bid can later lead to breakdowns in necessary negotiations on the progress of works planned.

There is something alluring about the way the original article in the Harvard Business Review gives a plan for “better promising” or “better crafted promises”. The academic back ground looking to the high brow thinking of Austin and Searle and the more eclectic philosophical trawling of Flores, Dreyfus and Spinoza certainly would be a challenge to a management workshop for our site engineers. The application of Sull and Spinoza’s five tenets can help to provide a clarity to what is on offer to the client and a sense of security in this more customer centred age.

## **CONCLUSIONS**

It would be naive to suggest that the ideas and example of Promise-Based Management is a panacea for construction management and how to “fundamentally rethink the way work gets done” in construction. However we did encounter an enthusiasm for more openness and honesty in how projects are realised and adjusted as contingencies are met. In tune with Austin’s hope for better outcomes and useful methods of thinking and doing we suggest the next change in construction management to include the tenets of the theory of PBM. Our final findings based on collection of recordings and transcripts are clearly beyond the scope of this paper for full discussion. It is our hope that these initial findings and reflections at least confirm this area of research as one redolent with purpose for the development of Lean Construction Management.

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