

APPENDIX 3.

	Option	Costs	Scope of Claim	Likelihood of Success	Likelihood of Cash Recovery	Key Risks	Other notes	Conclusion
a)	Defend adjudication on time	£60,000 (B&B) [£XX (Acutus)]	Against Gee only: extensions of time (although Gee may challenge termination as well)	good - 60% (By success we mean limiting the Gee EOT to, say, end-August 2008)	None in the short term	Gee take initiative and TRDC forced to be reactive; the Acutus report has a wide range of possible EOTs and Gee's expert may feel able to be more precise in Gee's favour; Gee may be effective in blaming Atkins; secures no immediate pecuniary advantage.		
b)	Initiate adjudication on time	£60,000 (B&B) [£XX (Acutus)]	Against Gee only: extensions of time (although Gee may challenge termination as well)	good - 60% (By success we mean limiting the Gee EOT to, say, end-August 2008)	None in the short term	The Acutus report has a wide range of possible EOTs and Gee's expert may feel able to be more precise in Gee's favour; Gee may be effective in blaming Atkins; secures no immediate pecuniary advantage.	Requires no further work on quantifying defects and a successful outcome may lead to Gee wishing to settle.	
c)	Initiate adjudication on defects	£65,000 (B&B) (£75,000 estimated in April 2010 - hence reduced for work already done) £7,500 (Probyn Miers) [Quantification?]	Against Gee only: all defects	good - 65%	Good, but depends on accurate quantification	Gee may be successful in showing defects arose after they left site or were design issues; lack of quantification at present		
d)	Initiate adjudication on time & defects	£95,000 (B&B) [£XX (Acutus)] £7,500 (Probyn Miers) [Quantification?]	Against Gee only: extensions of time in relation to Section 1 and all defects	good - 55%	Good, but depends on accurate quantification	Expensive and will take longer than 42 days to resolve properly; Gee may be successful in showing defects arose after they left site or were design issues; lack of quantification at present		
e)	Pre-action protocol against Gee and/or Atkins (meeting and mediation)	£52,500 (£5,000 Pre-Action letter; £15,000 subsequent and general correspondence; £7,500 without prejudice meeting; £25,000 mediation incl. expert and share of mediator fees) [Quantification?]	Against Gee and Atkins: extensions of time; defects in workmanship and defects in design	good - 55%	Good, but depends on the negotiation or mediation being successful.	Counterclaims by Atkins/Gee; risk that they call TRDC's bluff (i.e. they will assume that TRDC will ultimately not issue proceedings); lack of quantification at present.	Positive, assertive move; good PR for Council; forces both Gee and Atkins to the table to formally set out their 'global' position; avoids risk of Gee blaming Atkins in adjudication.	
f)	Offer negotiation with Gee and/or Atkins	£35,000 (£10,000 letter inviting negotiation and setting out TRDC's high-level case/position statement; £10,000 preparing for and attending negotiation meeting; £10,000 general correspondence; £5,000 preparing and negotiating settlement agreement) [Quantification?]	Against Gee and Atkins: extensions of time; defects in workmanship and defects in design	poor - 30%	Uncertain as Gee/Atkins less likely to settle with no imminent threat of proceedings.	Gee and/or Atkins waste more of TRDC's time and resources; no conclusive result; no advantage over (e) above apart from a possible saving of costs.	Attempts to bring both Atkins and Gee to the table; cost effective if prompt settlement reached.	