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Attorneys for Defendant

**IN THE DISTRICT COURT FOR THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

STRIDER CONSTRUCTION CO., INC.,

Plaintiff,

vs.

IDAHO WATER RESOURCE BOARD,

Defendant.

Case No. CV01-22-10932

**NOTICE OF DEPOSITION OF
PLAINTIFF STRIDER CONSTRUCTION
CO., INC. PURSUANT TO IDAHO RULE
OF CIVIL PROCEDURE 30(B)(6)**

TO: STRIDER CONSTRUCTION CO., INC.
c/o Lindsay (Taft) Watkins
Pro Hac Vice
AHLERS CRESSMAN & SLEIGHT PLLC
1325 4th Ave., Suite 1850
Seattle, WA 98101
Telephone: (206) 287-9900

Joe Meuleman
MEULEMAN LAW GROUP PLLC
950 W. Bannock St., Ste. 490
Boise, ID 83702
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YOU ARE HEREBY NOTIFIED that, pursuant to Idaho Rule of Civil Procedure 30(b)(6), Defendant by and through its counsel of record, Kirton McConkie, will take the deposition of a representative of Plaintiff Strider Construction Co., Inc. (“Strider”) commencing at 9:00 a.m. on September 20, 2023 at Kirton McConkie, 1100 W. Idaho Street, Ste 930, Boise, Idaho 83702. This deposition will continue from day to day until complete and will be taken before an officer authorized to administer oaths, by stenographic means, and will be recorded via video.

As required by Idaho Rule of Civil Procedure 30(b)(6), Strider shall identify and designate one or more officers, directors, managing agents, employees or other persons who will testify on its behalf on each of the matters described below. The person(s) so designated shall testify as to matters known or reasonably available to the organization. If more than one (1) person is identified, Strider is requested to identify with precision in writing the subject matter(s) as to which each person will testify within ten (10) days of the date of this notice.

DEFINITIONS

1. The terms “You” and “Your” as used herein mean Plaintiff Strider Construction Co, Inc., and/or anyone acting on their behalf, including their current and former officers, directors,

agents, employees, consultants, contractors, vendors, investigators, accountants, engineers, and representatives.

2. The term “Idaho Water Resource Board” or “IWRB” as used herein means Defendant Idaho Water Resource Board.

3. The terms “Person” and “Persons” as used herein mean and include any natural person, corporation, limited liability company, firm, partnership, unincorporated association, joint venture, proprietorship, governmental body (including any administrative agency and including state, federal or local government) or other organization or legal entity.

4. The terms “Communicated” and “Communications” as used herein mean any transmittal of information in the form of facts, inquiries, ideas, discussions, conversations, negotiations, agreements, undertakings, meetings, telephone conversations, letters, notes, telegrams, telexes, facsimiles, Electronic Data (as that term is defined below), advertisements or other form of interchange whether oral or written.

5. The terms “Document” and “Documents” as used herein mean any and all writings of any kind including the originals and non-identical copies, whether different from the originals by reason of any notation made on such copies or likewise, and including, without limitation, Communications, correspondence, memoranda, notes, diaries, desk calendars and organizers, statistics, letters, telegrams, minutes, contracts, agreements, reports, studies, checks, statements, receipts return summaries, pamphlets, books, prospectuses, interoffice and intra-office communications, offers, notations of any sort of conversations, telephone calls, Electronic Data (as that term is defined below), meetings or other communications, bulletins, printed matter, computer printouts, teletypes, telefax, invoices, work sheets and all drafts, alterations, modifications, changes and amendments of any of the foregoing; and graphic or aural records or

representations of any kind (including, without limitation, tapes, cassettes, disks or recordings) and other Electronic Data compilations which information can be obtained (which is to be translated by the responding party or parties through an appropriate device into usable form); whether in your possession, custody or control or in the possession, custody or control of your agents, attorneys, accountants, employees, officials or other representatives.

6. The term “Electronic Data” shall mean any original and any non-identical copies (whether non-identical because of notes made on copies or attached comments, annotations, marks, transmission notations, or highlighting of any kind), of mechanical, facsimile, electronic, magnetic, digital or other programs (whether private, commercial, or work-in-progress), programming notes or instructions, activity listings of electronic mail receipts or transmittals, output resulting from the use of any software program, including word processing documents, spreadsheets, database files, charts, graphs and outlines, electronic mail or “e-mail,” personal digital assistant (“PDA”) messages, text messages, instant messenger messages, social media communications and posts, other web- or internet-based communication, operating systems, source code of all types, programming languages, linkers and compilers, peripheral drives, PDF files, PRF files, batch files, ASCII files, code keys, pull down tables, logs, file layouts and any and all miscellaneous files or file fragments, regardless of the media on which they reside and regardless of whether said Electronic Data consists of an active file, deleted file or file fragment. “Electronic Data” also includes any and all items stored on computer memory or memories, hard disks, floppy disks, zip drives, CD-ROM discs, Bernoulli Boxes and their equivalents, magnetic tapes of all types and kinds, microfiche, punched cards, punched tape, computer chips (including, but not limited to, EPROM, PROM, ROM or RAM of any kind) on or in any other vehicle for

digital data storage or transmittal, files, folder tabs, or containers and labels appended to or associated with any physical storage device associated with each original and each copy.

7. The term “Identify” when referring to a Person means to state the Person’s full name, last known address and last known telephone number.

8. The term “Identify” when referring to a Document means to state the following: (a) the Document’s author(s); (b) the Document’s recipient(s); (c) the Document’s date; (d) the Document’s title; and (e) a brief summary of the Document’s contents.

9. “All” includes “each and every” as necessary to bring within the scope of each Topic all information or subject matter that might otherwise be construed to be outside of its scope.

10. “And” and “or” should be understood either disjunctively or conjunctively as necessary to bring within the scope of any Topic all information or subject matter that might otherwise be construed to be outside of its scope.

11. The use of the singular noun includes the plural noun; the use of a plural noun includes the singular noun; and the use of a verb in any tense must be construed as the use of that verb in all other tenses whenever necessary to bring within the scope of any Topic that which might otherwise be construed to be outside its scope.

DEPOSITION TOPICS

1. Your involvement in the bid solicitation for the Priest Lake Water Management Project Outlet Dam Improvement Project (Invitation to Bid No. 2020-002) (the "Project"), including but not limited to:
 - a. The Documents (e.g., Invitation to Bid, Bid Package, Drawings, Technical Specifications) related to the bid solicitation;

- b. Your Bid Proposal;
 - c. The original IWRB Bid Award; and
 - d. All Communications with IWRB during the Bid Process.
2. Your activities during pre-construction following the Contract Award, including but not limited to:
- a. Your understanding of the construction contract, technical specifications, and drawings;
 - b. Pre-construction planning, evaluations, and testing;
 - c. Your Meetings with the IWRB, Mott MacDonald, and other entities hired by IWRB;
 - d. Your Communications with IWRB, Consultants, and Vendors during pre-construction; and,
 - e. Your work with Consultants and Vendors.
3. Dewatering processes during the Project, including but not limited to,
- a. The use of third parties, engineers, and consultants to assist with dewatering;
 - b. The methods and techniques used to dewater during the various construction phases;
 - c. Your various dewatering plans;
 - d. Your evaluation of soil erosion;
 - e. Your Communications with IWRB, Consultants, and Vendors regarding the dewatering process; and,
 - f. Your experience with dewatering plans.

4. The Cofferdam failures and methods contemplated and used to respond to the failures, including but not limited to:
 - a. Your evaluation of the Cofferdam failures;
 - b. The steps you took following the Cofferdam failures;
 - c. Your use of third-party vendors in dealing with the Cofferdam failures;
 - d. Your Communications with IWRB, Consultants, and Vendors regarding the Cofferdam failures; and,
 - e. Meetings related to Cofferdam failures.
5. The void below the dam and lateral flow of water under the dam.
6. The proposed grout plan.
7. Your work on the Tainter gates and J-seals.
8. The concrete work and methods used by You, or your Vendors, while working on the Project.
9. Your Project Management of the Dam Project, including but not limited to:
 - a. Project Schedules;
 - b. Critical Path; and,
 - c. Critical Path delay.
10. Change Directives, Change Orders, and requests for Equitable Adjustment during the project, including alleged problems with the Contract Documents that precipitated the requests and changes.
11. The Stop Work Order on December 4, 2021, and the order to resume limited work dated February 3, 2022.
12. Your termination of the Construction agreement.

13. Your contention that there was a change of conditions from the information provided by the IWRB and Mott MacDonald.
14. Your contention that the IWRB was late in making payment, had improper withholds, failed to properly compensate Strider, and violated the Idaho Prompt Payment Act.
15. Your communications with Travelers Bond & Specialty Insurance regarding this matter, including Bond No. 107373282.
16. Your evidence collection and preservation related to this matter.

DATED this 21st day of August 2023.

KIRTON MCCONKIE

/s/ Jennifer Reinhardt-Tessmer
Jennifer Reinhardt-Tessmer
Attorneys for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of August 2023, a true and correct copy of the foregoing was served by the method indicated below, and addressed to the following:

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/s/ Jennifer Reinhardt-Tessmer
Jennifer Reinhardt-Tessmer