

Lindsay Watkins, *Pro Hac Vice*
lindsay.watkins@acslawyers.com
Nicholas Korst, *Pro Hac Vice*
nicholas.korst@acslawyers.com
AHLERS CRESSMAN & SLEIGHT PLLC
1325 Fourth Avenue, Suite 1850
Seattle, WA 98101
Telephone: (206) 287-9900
Facsimile: (206) 934-1139

Joe Meuleman, ISB #1419
jmeuleman@meulemanlaw.com
Meuleman Law Group PLLC
950 W. Bannock St., Suite 490
Boise, ID 83702
Telephone: (208) 472-0066

Attorneys for Strider Construction Co., Inc.

**IN THE DISTRICT COURT OF 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

DECLARATION OF MARK ROHRBACH
IN SUPPORT OF STRIDER
CONSTRUCTION CO., INC.'S
RESPONSE TO DEFENDANT'S SECOND
MOTION TO AMEND SCHEDULING
ORDER

I, Mark Rohrbach, testify as follows:

1. I am over the age of eighteen, competent to testify, and have personal knowledge of the matters herein.

2. I am Principal Engineer at RAM GeoServices, Inc. ("RAM"). I have over 19 years of experience as a Professional Engineer. I am licensed in seven states and three Canadian provinces.

DECLARATION OF MARK ROHRBACH
IN SUPPORT STRIDER CONSTRUCTION CO., INC.'S RESPONSE TO DEFENDANT'S
SECOND MOTION TO AMEND SCHEDULING ORDER – 1

313003.1 (#101299.7)

3. RAM was retained by Strider Construction Co., Inc. (“Strider”) as an independent design expert to investigate conditions related to the Priest Lake Water Management – Outlet Dam Improvements Project (the “Project”).

4. RAM’s involvement included working with the project owner, Idaho Water Resources Board (“IWRB”), including Mike Morrison; the project engineer of record, Mott MacDonald (“Mott”); and the project geotechnical engineer of record, GeoEngineers, Inc. (“GEI”).

5. RAM’s role expanded to include expert consulting services in technical areas related to some aspects of geotechnical engineering, water flow, ground improvement and shoring design.

6. A portion of RAM’s expanded role included efforts to design a system which would prevent the flow of water below the dam. As part of the proposed design, RAM performed on-site testing and requested various non-destructive tests (including ground penetrating radar, GPR). GPR is a non-destructive test which it was hoped would identify existing steel reinforcement in the dam and aid in quantification of the size of the voids below the dam.

7. During my efforts to complete the on-site testing IWRB’s representative Mr. Mike Morrison, citing concerns for the dam’s stability, ended the on-site testing before the testing was complete.

8. IWRB did not allow Strider to perform the on-destructive GPR tests. IWRB’s reasons for preventing Strider from performing the GPR were not disclosed to RAM.

9. I understand that a new contractor has been hired by IWRB to perform work on the Project.

10. I understand IWRB intends to perform an inspection of the Project after the new contractor has implemented its dewatering system.


11. I understand the proposed testing is similar to the testing I endeavored to carry out and IWRB’s representative Mr. Mike Morrison ended before completion.

12. Even if the conditions have not changed between when Strider stopped working and when the new contractor begins working, any dewatering system will require time to develop, or purge fines from the system, and will almost certainly result in the movement of soil particles and thereby change the soil conditions making the new conditions not the same as those which existed before installation of the new contractor's dewatering system.

13. The project has been on hold for approximately 2 years. During this time water has been flowing over/through the dam. This flowing water has likely resulted in fluvial erosion and deposition and materially changed the soil conditions at the downstream edge of the dam, particularly in the area adjacent to the new concrete apron installed by Strider, where unplanned eddies and backwater is likely. The conditions that will be observed during an investigation that occurs after the new contractor has performed dewatering work should not be expected to reflect the conditions that were present before, during or after Strider's work on the Project.

I declare under penalty of perjury under the laws of the State of Idaho that the foregoing is true and correct.

DATED: This 27th day of September, 2023 at Puyallup, WA.

By: 
Mark Rohrbach

CERTIFICATE OF SERVICE

I hereby certify that on the 27th day of September, 2023, a true and correct copy of the within and foregoing instrument was served upon:

Garrick L. Baxter, ISB #6301
Garrick.baxter@idwr.idaho.gov
Meghan M. Carter, ISB #8863
Meghan.carter@idwr.idaho.gov

Steven B. Andersen, 2618
sandersen@kmclaw.com
Jennifer Reinhardt-Tessmer, #7432
jtessmer@kmclaw.com

*Attorney for Defendant Idaho Water
Resource Board*

*Attorney for Defendant Idaho Water
Resource Board*

- Via U.S. Mail
- Via Legal Messenger
- Via Federal Express
- Via Facsimile
- Via iCourt E-File and Serve**

- Via U.S. Mail
- Via Legal Messenger
- Via Federal Express
- Via Facsimile
- Via iCourt E-File and Serve**

DATED: This 27th day of September, 2023.

/s/ Joe Meuleman
