

BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS

In the Matter of the Petition of Daylight)
Petroleum, LLC to Open a Docket Pursuant to) Docket No. 25-CONS-3040-CMSC
K.S.A. 55-605(a).)

PRE-FILED TESTIMONY

OF JUSTIN WINTJEN

ON BEHALF OF

DAYLIGHT PETROLEUM, LLC

1 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS FOR THE RECORD.**

2 A. Justin Wintjen, 1201 N. 10th St., Humboldt, KS 66748

3 **Q. HAVE YOU BEEN RETAINED IN THIS MATTER BY DAYLIGHT PETROLEUM,**
4 **LLC ("DAYLIGHT") AS AN EXPERT WITNESS?**

5 A. Yes.

6 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

7 A. I am a partner and president of Hofer & Hofer & Associates, Inc. ("Hofer & Hofer").

8 **Q. WOULD YOU PLEASE BRIEFLY DESCRIBE YOUR BACKGROUND AND WORK**
9 **EXPERIENCE?**

10 A. I'm a 2000 graduate of Pittsburg State University with a BS in Technology, Construction
11 Management. Since 2003 I have been the president of Hofer & Hofer. My duties include
12 project management and estimating. Hofer & Hofer is a general contractor that provides
13 construction services for commercial, residential and industrial projects, and is based out of
14 Humboldt, Kansas.

15 **Q. HAS HOFER & HOFER CONSTRUCTION COMPLETED THE CONSTRUCTION**
16 **OF COMMERCIAL BUILDINGS SIMILAR IN SCALE AND DESIGN TO THE**
17 **COMMERCIAL BUILDING AT ISSUE IN THIS DOCKET?**

18 A. Yes we have completed the construction of buildings of this nature.

19 **Q. WHAT IS YOUR ROLE AT HOFER & HOFER CONSTRUCTION?**

20 A. I am the President of the company and oversee and manage the day to day operations of the
21 Company. I work with customers, estimate projects, work with architects and engineers, order
22 materials, as well as manage company finances.

23 **Q. DO YOU HAVE EXPERIENCE IN ESTIMATING PROJECT COSTS ASSOCIATED**

1 **WITH A BUILDING SIMILAR IN SCOPE AND CONSTRUCTION TO THE ONE AT**
2 **ISSUE IN THIS DOCKET?**

3 A. Yes I do. I have been estimating projects for Hofer & Hofer since we started in 2003.

4 **Q. DO YOU WISH TO BE RECOGNIZED AS AN EXPERT IN THIS DOCKET ON THE**
5 **BASIS OF YOUR EDUCATION, WORK HISTORY AND EXPERIENCE IN THE**
6 **FIELD OF COMMERCIAL BUILDING CONSTRUCTION AND CONSTRUCTION**
7 **COST ESTIMATION?**

8 A. Yes.

9 **Q. COULD YOU PLEASE GIVE A BRIEF SUMMARY OF THE FACTS GIVING RISE**
10 **TO THIS DOCKET?**

11 A. The following summary is found in the Prefiled Testimony of Kelsee Wheeler:

12 On June 26, 2023 the landowner of a commercial building located on
13 the Johnson lease reported to Daylight that a combination of oil and water was
14 leaking through the floor of such commercial building where conduit passed
15 through the floor. Daylight immediately reported the situation to the KCC. It
16 was subsequently determined that when injection into Daylight's Olnhausen
17 Farms #6 well was stopped, the flow of fluids from beneath the commercial
18 building also stopped.

19
20 Neither Daylight nor the KCC has been able to locate any records
21 indicating an abandoned well bore exists beneath the subject commercial
22 building, and there is no evidence of any kind indicating what the source of the
23 fluid beneath the commercial building was. However, the flow of fluid from
24 beneath the building has been stopped, and monitoring wells have been
25 installed which, to date, do not indicate that fresh and usable water is being
26 impacted by whatever exists beneath the subject commercial building.
27 Nevertheless, KCC Staff has steadfastly insisted that the commercial building
28 be torn down in order to determine whether or not a well exists beneath such
29 building.

30 My involvement in this Docket is rather limited however. I have been asked to provide
31 testimony concerning the costs which would be associated with tearing down and rebuilding

1 the commercial building referenced above and also the costs and risks involved in taking down
2 portions of the building in order to search for the leak beneath the building.

3 **Q. PLEASE DESCRIBE THE GENERAL CHARACTER OF THE COMMERCIAL**
4 **BUILDING AT ISSUE.**

5 A. The building at issue is commonly referred to as a 'red iron' building meaning that its frame
6 is constructed with heavy structural steel as opposed to wood or other materials. The building
7 itself is 80 feet by 100 feet and has 16-foot wall height. The building is insulated and is heated
8 by an in-floor radiant heat system. Since the building was designed and is being used to repair
9 heavy equipment such as bulldozers, the concrete floor would be at least eight inches thick.
10 There is also a 30-foot by 30-foot office attached to the building with 12-foot wall height.
11 There is a concrete apron in front of the office that is six feet by 30 feet and a concrete apron
12 wrapping around two sides of the commercial building that is 30 feet wide as well. There are
13 three overhead shop doors that are 14-foot wide by 16-foot tall.

14 **Q. HAVE YOU ESTIMATED THE COST TO TEAR DOWN AND REMOVE THE**
15 **COMMERCIAL BUILDING AND CONCRETE FROM ITS CURRENT SITE?**

16 A. Yes I have. After obtaining pertinent prices in the area and estimating the work to be
17 completed and time taken to complete the work, I estimate the cost to tear down and remove
18 the commercial building and its concrete slab to be \$165,000.00.

19 **Q. HAVE YOU ESTIMATED THE COST TO RE-BUILD THE COMMERCIAL**
20 **BUILDING AND CONCRETE AS IT CURRENTLY EXISTS ON ITS CURRENT**
21 **SITE?**

22 A. Yes I have. After obtaining pertinent prices in the area and estimating the work to be

1 completed and time it would take to complete the work, I estimate the cost to rebuild the
2 commercial building together with its concrete slab to be \$1,056,800.00.

3 **Q. TO SUMMARIZE THE TOTAL COST TO TEAR DOWN THE COMMERCIAL**
4 **BUILDING AND TO REBUILD IT AT ITS CURRENT SITE AS IT CURRENTLY**
5 **EXISTS WOULD BE HOW MUCH?**

6 A. I estimate the total cost to be \$1,221,800.00.

7 **Q. HOW DID YOU ARRIVE AT THIS ESTIMATE?**

8 A. I estimated this cost in the same manner that I and all other contractors use to estimate and bid
9 work. I first estimated the labor and materials that would be needed in order to complete the
10 work, and then I multiplied each item by the cost of the applicable labor and materials
11 delivered to and performed at the site of this project, together with applicable transportation
12 and disposal charges. Then I added estimated overhead costs, a standard margin of error to
13 account for items missed in the estimation process and then added our customary margin for
14 profit to be realized for performing the work.

15 **Q. IS IT POSSIBLE FOR PART OF THE BUILDING TO BE TAKEN DOWN WITHOUT**
16 **DESTROYING THE ENTIRE BUILDING?**

17 A. Yes, it is possible, but that option comes with certain risks.

18 **Q. PLEASE DESCRIBE WHAT WOULD BE INVOLVED IN TEARING DOWN ONLY**
19 **A PORTION OF THE COMMERCIAL BUILDING?**

20 A. As I understand it the process would begin with cutting out sections of the building floor and
21 removing soil beneath each section until the source of the leak is discovered. This part of the
22 process is fairly straight forward. During this process it would be important that the piers

1 which support the main building structural supports be left intact as that would save some
2 expense when it comes time to repair the building. In addition, the frame of the building bolts
3 together meaning that it is possible to take down sections of the building without taking down
4 the whole building.

5 However, once all work is completed and it is time to rebuild the building, there would
6 be significant risks that the repairs would not return the building to its original condition. The
7 most critical part of the process would be repairing the foundation of the pad site and
8 adequately compacting that area before replacing the concrete slab. It is theoretically possible
9 to splice the in-floor heating back together once it is cut, but even slight movements or
10 settlement of the floor will part the splices and cause the heating system to fail. In addition,
11 because this building is used to repair heavy equipment a great deal of weight will be driven
12 over the areas of the slab that are repaired thus greatly increasing the risk that the disturbed
13 portions of the slab could shift or settle and cause the slab to become un-level and the in-floor
14 heating repairs to fail. When the concrete slab was initially installed it would have been poured
15 as a single monolithic pour, meaning that all cement was poured together when wet and
16 allowed to harden as a single unit. Once the slab is cut any repairs to the slab would be
17 non-monolithic and simply cannot match the original characteristics the single slab formed by
18 single monolithic pour. In addition, the in-floor radiant heating system would have been
19 constructed as a single "closed" system. These systems are constructed with single segments
20 of cross-linked polyethylene pipe without any splices or connections in each segment of pipe
21 at all. Cross-linked polyethylene pipe is somewhat flexible and can withstand minor shifting
22 and settling without leaking, making it suitable for in-floor heating applications. However, if

1 such pipe is cut and spliced back together in any way, the splice will be completely ridged and
2 would not withstand any shifting or settling at all. Therefore, it is important that the concrete
3 slab and in-floor heating system be maintained as a single "closed" system and not cut or
4 disturbed, as doing so would compromise the integrity of the in-floor heating system.

5 It is technically possible to patch in-floor heating pipes but this should only be
6 attempted out of absolute necessity and would typically only be done if one of the pipes
7 formed a leak that was easily identified. In order to repair these pipes we would need to
8 carefully chip around each pipe (one ten foot section of floor would expose many pipes) to get
9 enough pipe exposed to attach a fitting onto it. Each time one of the plastic pipes is
10 inadvertently damaged during the chipping and cutting we would have to start the entire
11 process over again. Often the pipe is tied directly to the rebar which complicates the process
12 even further as the rebar would have to be cut back from the end of the pipe without damaging
13 the pipe at all, which would be incredibly difficult. Therefore, any attempt to patch in in-floor
14 heating pipes would be extremely costly and presents a high potential for future complications
15 and failure. No reputable installer would be willing to offer any warranty or even
16 representations of likely success for an attempt to patch in-floor heating pipes. If this process
17 is successful the next concern would be with the potential movement between the new section
18 of floor and the existing floor, which would lead to the failure of the system at some unknown
19 point in the future.

20 Thus, while it is possible to repair the concrete slab once it is cut, it will be difficult
21 to ensure the repaired portion of the slab is adequately supported by a compacted base, and
22 therefore does not shift or sink causing the in-floor heating to fail. For this reason, any attempt

1 to cut out and replace any portion of the concrete slab beneath the building would carry with
2 it certain inherent risks of future failure.

3 **Q. HAVE YOU ESTIMATED THE COST OF TEARING DOWN ONLY A PORTION OF**
4 **THE COMMERCIAL BUILDING AND SUBSEQUENTLY REPAIR THE SAME?**

5 A. It is really impossible to estimate the cost of tearing down a portion of the commercial building
6 and replacing it without knowing what portion of the building would need to be torn down and
7 replaced. However, this process is not as simple as it may sound and the time and expense
8 involved with tearing down and replacing even just a small portion of the commercial building
9 would be substantial, i.e. hundreds of thousands of dollars. However, as indicated earlier, it
10 would not be prudent to attempt to cut out any section of the concrete slab without replacing
11 the entire slab and in-floor heating system.

12 If I knew exactly what portions of the commercial building would need to be torn down
13 and rebuilt, I could estimate the cost of demolishing and rebuilding those specified portions.
14 However, as I understand it no one knows where the cause of the leak beneath the slab is
15 located or even whether it would be located at all. Therefore, I cannot speculate as to what it
16 might cost to tear down some unknown and unspecified portions of the commercial building,
17 but can say that it would cost hundreds of thousands of dollars if any portion of the concrete
18 slab needed to be removed in order to repair the floor in the manner in which it should be
19 repaired.


20 **Q. DOES THIS COMPLETE YOUR TESTIMONY TO THE COMMISSION?**

21 A. Yes.

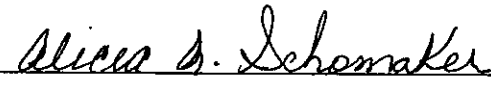
VERIFICATION OF JUSTIN WINTJEN

STATE OF KANSAS
COUNTY OF Allen, ss:

Justin Wintjen, being duly sworn, upon his oath states that he has read the document title "Pre-Filed Direct Testimony of Justin Wintjen" to which this Verification is attached, that he is aware of its contents, and declares that the statements contained in said document are true and correct.


Justin Wintjen

SUBSCRIBED AND SWORN to before me on this 15th day of January, 2025.


Notary Public

Appointment/Commission Expires: 11/15/2027



CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing was sent via electronic mail, this 16th day of January, 2025, addressed to:

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