

2360 -  
CREEK ROAD FIRE #67-04  
VENTURA COUNTY  
2, 2, 1979

CREEK ROAD FIRE #67-04  
VENTURA COUNTY  
CALIFORNIA DEPARTMENT OF FORESTRY REGION VI  
SEPTEMBER 1979

RECEIVED  
SEP 23 - 1979

DEPARTMENT OF FORESTRY  
LEGAL AFFAIRS OFFICE

ACCIDENT INVESTIGATION

BODILY INJURY REPORT, (BURN)  
OF CARL F. HOFMEISTER

Period of Investigation: September 20, 1979 to October 16, 1979  
Investigation Conducted by: David Gearhart, CDF  
Gerard A. Logan, CDF  
Richard Wilson, Ventura County Fire Dept.  
Report Prepared by: David Gearhart, Forester III  
Gerard Logan, State Forest Ranger II  
Date of Report: October 17, 1979

OPENING REMARKS

On September 20, 1979, State Forest Ranger Gerard Logan and Forester David Gearhart were dispatched to Ventura County to investigate the Carl Hofmeister burn incident. They were accompanied by Division Chief Richard Wilson of the Ventura County Fire Department. The incident took place on the Flying "H" Ranch property on September 20, 1979 while Carl Hofmeister was operating his dozer as a contract operator.

Gerard A. Logan  
GERARD A. LOGAN  
State Forest Ranger II

David Gearhart  
DAVID GEARHART  
Forester III

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INTERVIEW OF CARL F. HOFMEISTER

In the afternoon of September 22, 1979, Mr. Hofmeister was interviewed by Gerard Logan and Division Chief Richard Wilson of Ventura County Fire Department, at the Sherman Oaks Burn Center. Mr. Hofmeister provided the following information:

He was going up a firebreak he had constructed to widen it (reference map Exhibit B-1 returning to point "A" from point "B"), keeping in mind that the firebreak could be widened faster by working downhill from Point "A". While going up the firebreak, he noticed a spot fire near a group of trees (photograph Exhibit C-1; accident site). He proceeded toward the spot fire to take action. As he was working on the fire, he noticed a change in wind direction and observed fire about three or four hundred feet below him and moving rapidly towards his location. He stated, "The fire made a great big 'bang' like a cannon." "Also, a whirlwind developed thirty to forty feet high carrying soot, leaves, and fire." "It was on me so fast I did not have time to get under the dozer."

During the course of the interview, Mr. Hofmeister mentioned that he had a turnout coat, hard hat, and gloves on the bulldozer, but was not wearing them. He made a statement about the protective clothing—"too hot to wear; I just left them off." He stated at the time the fire overran him, he covered his face with his turnout coat. After the fire had passed by him, he began pouring water over his head and body from a jug and began calling for help.

Mr. Hofmeister expressed that he had operated bulldozers a number of times on wildland fires in Ventura County over a period of years without any serious problems. He indicated experiencing some "close calls on other fires", but was able to move to a safe location.

REPORT OF INVESTIGATION

On the afternoon of September 18, 1979, Mr. Carl Hofmeister contacted the Ventura County Fire Department and stated he had two (2) bulldozers in the general area of the fire and they were available for hire. The Ventura County Fire Department dispatcher relayed this information to the California Department of Forestry Command Center in Riverside. Verbal permission was given by Fire Control Officer Earl Young at approximately 1453 hours this same date to hire the equipment and operators. It was at this time the Mr. Hofmeister's bulldozers were initially used on the fire. He was operating a John Deer, 850-D.

On the morning of September 20, Mr. Hofmeister and a Ventura County Fire Department bulldozer operated by Heavy Fire Equipment Operator Dan Crow were working in tandem constructing a lower firebreak that would tie two (2) four-wheel drive roads together. This firebreak was integrated with a firebreak running down a ridge located between Sulphur Mountain Road and Lion Canyon. At this time there did not appear to be any appreciable fire behavior problems. The fire was burning down slope towards the north and west with a slow to moderate rate of spread depending on the fuel type being consumed by the fire. The fire perimeter was about two hundred feet above the area where the Ventura County Fire Department bulldozer and the Carl Hofmeister bulldozer were working (reference map Exhibit B-1).

While Mr. Hofmeister was constructing the firebreak from road "A" to road "B" (map Exhibit B-2), Mr. Clifford Pape, Heavy Equipment Operator of Ventura County Fire Department, who was using a field weather kit, made the following weather observations at 1200 hours: wind four (4) miles per hour from the east; temperature 93 degrees; and relative humidity 19% (map Exhibit B-2).

The accident scene and surrounding area consisted of a series of spur ridges ranging from moderate to steep ( $20^{\circ}$  to  $75^{\circ}$ ) intermingled with some small benches. As to vegetation, it was semi-open in respect to heavy fuels, the ground cover being sage, mustard species, and grass, fairly dense and ranging in height up to seven feet (flash fuel characteristics). Associated stringers or pockets of oak and Southern California black walnut were present.

After Mr. Hofmeister had made one pass to point "B" (reference map Exhibits B-1 & B-2), he stopped to rest for a few minutes and had a drink of water with a personal friend, Mr. Al Lowes. Mr. Lowes was also providing miscellaneous support services to Mr. Hofmeister on a non-salaried basis. Carl Hofmeister then proceeded back toward point "A" to widen the break from that point. Meanwhile, the fire had spotted over the break near the vicinity that the Ventura County Fire Department bulldozer was working (Map Exhibit B-2). Mr. Hofmeister saw smoke near a group of trees and left the constructed fire-break to attempt to pick up several small spot fires that were located in fairly dense grass near the trees.

Mr. Bill Thomas, an employee of the Gooden contract bulldozers assigned to the fire, was watching the operation from a position about 400 yards north of the firebreak where Carl Hofmeister was working (map Exhibit B-2). He observed the fire build up with great intensity and spread quickly. He further stated that the wind became erratic and increased in velocity moving the fire rapidly towards Mr. Hofmeister's position. Mr. Thomas did not have visual contact with the Hofmeister bulldozer at the time of the accident or a few minutes prior to it because the bulldozer went down a draw. After the fire had passed the area where Mr. Thomas thought the Hofmeister bulldozer was located, he heard it running for a few seconds, then it stopped.

While Carl Hofmeister was attempting to put a firebreak below a group of trees (photo Exhibit C-1), he backed up to a small shelf to work from. About this time the wind changed in direction from east to the west and increased in speed. The vegetative cover below his location, being a "flash fuel", exploded into flame, generating a vast amount of radiant heat and overrunning his position almost immediately, preventing him from taking protective action such as taking refuge under the bulldozer.

After the fire passed over him, Mr. Hofmeister poured water from a jug over his head and body and began calling for help. Mr. Hofmeister then moved his bulldozer about fifteen (15) feet with the intent of moving the unit from the accident scene to seek medical assistance. However, he determined he was in too much pain and decided to wait for help to arrive.

At the time of the accident, Carl Hofmeister was wearing Levis, short-sleeved shirt, boots, and a straw hat. However, there was a fire department turnout coat, hard hat, and gloves on the bulldozer available for his use, which he did not wear.

Meanwhile, Clifford Pape and Dave Festerling, a Ventura County Fire Department Fire Captain/Crew Superintendent, sensing that Mr. Hofmeister was in trouble, started to his location with a burn kit. It is estimated they arrived on the accident scene within six or seven minutes. Upon arrival they observed the Mr. Hofmeister was beginning to suffer from shock. They began immediate first-aid treatment with the appropriate items from the burn kit on Mr. Hofmeister's face, hands, and upper body.

A Ventura County Fire Department helicopter was dispatched to the accident scene to transport the burn victim to Ventura County General Hospital for treatment. After initial treatment and an assessment of the injury, it was recommended that Mr. Hofmeister be taken to the Sherman Oaks Burn Center by helicopter for further treatment. He arrived at the Sherman Oaks Burn Center shortly after 3 p.m. on September 20, 1979. Jack Grossman, M.D., of the Sherman Oaks Burn Center was the attending physician taking charge of the patient.

On September 19, 1979 at 2000 hours, a fire planning meeting was conducted. General strategy of this plans meeting called for containment of the fire on the north slope of Sulphur Mountain. By widening the Lion Canyon Road on the Flying "H" Ranch with bulldozers, the area on the south side of Lion Canyon or the Ranch Road would then be fired out to prevent the fire reaching Black Mountain. Mr. Joe Fidele, owner of the Flying "H" Ranch, strongly objected to the burning out of this area which included a part of his ranch and a vast area of the north slope of Sulphur Mountain.

The preparation work for burning out from Lion Canyon was completed on the morning of September 20. The firefighters were still continuing to receive objections from Mr. Fidele regarding this burning operations. An alternate plan was looked into and approved. This plan called for constructing a firebreak down a ridge on the north face of Sulphur Mountain in a northerly direction toward Lion Canyon and tying in existing firebreaks and four-wheel drive roads; thus reducing the amount of acreage to be burned out.

The Ventura County Fire Department bulldozer operated by Dan Crow and the Carl Hofmeister bulldozer would work south of and parallel to Lion Canyon constructing firebreaks to tie into the existing firebreaks. They were under the supervision of Clifford Pape. Mr. Hofmeister was present during the discussion of this plan and also provided information as he is very familiar with the area.

Fire Department records indicate that Carl Hofmeister has been a call-fireman for Ventura County since February 12, 1960. A check of training records did not disclose if he received any training in the use of safety equipment and clothing or wildland fire behavior and safety. However, he demonstrated an awareness about personal safety because he had requested and received from Battalion Chief George Lund of Ventura County Fire Department two (2) fire shelter tents. The fire shelter tents were given to him in late spring or early summer of this year. There is no written record documenting that Mr. Hofmeister received these items.

An inspection of the John Deere, model 850-D tractor, serial #316374T, was made on the morning of September 21, 1979. A visual inspection revealed no blistering or bubbling or discoloring of the paint. All other items on the tractor that would be considered to have relatively low melting points or ignition temperatures suffered no damage. The only exception was a very minor melting or distortion

of the vinyl material that covered the operator's seat at two locations. One spot near the top of the back rest on the right side, the other on the right side arm rest. Each spot was no larger than two or three square inches.

This tractor was nearly new and had operated 528 hours at the time of this inspection. Paul Hofmeister, Mr. Carl Hofmeister's son, stated the tractor suffered no mechanical damage and all systems were fully operational. Mr. Albert Whitlock, Equipment Maintenance Supervisor, Department of Forestry, also inspected the vehicle and verified no mechanical malfunctions or damage.

## CONCLUSIONS AND OPINIONS

In this specific incident, had the burn victim been wearing gloves and a long sleeved shirt as required by Section 5605, page 204, of the Fire Control Handbook 5600, his injuries would have been less severe. Furthermore, it is the opinion of the officers making this investigation that had Mr. Hofmeister been wearing his turnout coat, gloves, and hard hat, his body and hands would have been sufficiently protected from the radiant heat burns thus significantly reducing the extent and severity of injury. However, he would have still suffered first degree burns on the face and second degree burns on the right leg where the turnout coat would have not provided protection.

Based on Mr. Hofmeister's background as an equipment operator and years of experience as a Ventura County Call-Firefighter, perhaps it was assumed that he did not need closer supervision. He has the reputation of being an aggressive individual with a strong-willed personality and used to making his own decisions.

Whether Mr. Hofmeister's aggressive nature had caused him to take a chance, jeopardizing his personal safety when he attempted to pick up the spot fire, is questionable. It is our opinion that he failed to recognize existing or potentially dangerous fire behavior, signs or locations, or that he was in a dangerous location.

Mr. Clifford Pape, Heavy Fire Equipment Operator, was Mr. Hofmeister's supervisor on this incident. Mr. Pape's position title is not indicative of a supervisor or line officer position in the fire service. Clifford Pape was placed in the position of supervising men and equipment on a fire; a role or responsibility placed upon him very infrequently. He may possess a great deal of expertise and competency in operating heavy equipment, but probably did not have the necessary training and experience to be an effective fire line supervisor. He knew that Mr. Hofmeister had the reputation of being a hard worker and a good equipment operator, and consequently, he assumed that Carl Hofmeister was able to take care of himself and would require little supervision. Because of his limited supervisory practice, he failed to impress upon his subordinates the need to wear safety clothing. Also, the addressing of specific instructions or problem areas was overlooked.

Conclusions & Opinions  
(continued)

Based on the information gathered by the persons preparing this report, it is their opinion that the plan developed to construct the firebreak down a ridge on the north slope of Sulphur Mountain and traverse the north face of Sulphur Mountain south of Lion Canyon was general in nature and did not include detailed instructions to specific individuals. There were no written instructions developed outlining the objective or work to be accomplished and by whom. There were no specific instructions written or verbal, relating to safety or potential fire behavior problems. At best, the organization on the north side of the fire could be described as a loosely knit organization of individual units or grouping of units working together in various sectors (doing whatever they felt necessary in their sector), attempting to tie in several miles of open fire line to gain containment of the fire. The organization appeared to lack a central control or coordination to make maximum, effective use of all the resources working this area of the fire.

Fuel, weather, and topography played an important part to the behavior of this fire in and around the accident scene. Had any one of these elements been modified, that is a lesser amount of fire "flashy fuel", no wind change, or the presence of gentle, flat terrain, the fire would have been less erratic and violent, greatly reducing the rate of spread.

The accident scene and surrounding area consisted of a series of spur ridges ranging from moderate to steep slopes ( $20^{\circ}$  to  $75^{\circ}$ ) intermingled with some small benches (reference map Exhibits C-2 and C-3). The vegetation was semi-open in respect to heavy fuels, the ground cover being sage, mustard species, and grass, fairly dense and ranging in height to seven feet (Exhibit photo C-2). This photograph depicts the location of the bulldozer (right of center where soil is disturbed) at the time of the accident. The bulldozer was sitting on a small shelf. The right side of the photograph depicts a spur ridge which creates a bowl shaped "chimney effect" topographic feature around the shelf. The darkened area of the photograph shows a relatively flat open area that consisted of light, flashy fuels. The entire area is not shown, but is about five or six acres in area. The difference in elevations is about 40' from the area depicted in the upper left hand quadrant of the photograph to the shelf where the bulldozer was located. The rise occurs in about a 200' linear distance.

Conclusions & Opinions  
(continued)

The topographic features at this particular site were very conducive to creating a microclimate situation where the predictability of fire behavior will not be consistent with general fire behavior patterns occurring elsewhere on the fire. This horseshoe or bowl shaped draw created a natural chimney effect to draw the fire upward toward the shelf where the bulldozer was located.

About the time a spot fire was detected, it is believed that a microclimatic condition was present causing directional changes in the flow of a light wind which carried fire brands across the fire line and below the location of the two bulldozers (map Exhibit B-2). These fire brands no doubt caused several or numerous small spot fires which rapidly burned together. As this fire was increasing in intensity, there was a sudden change to a strong westerly wind, creating fire whirls or a "fire storm" effect due to the bowl shaped topographic feature. The fire moved with such rapidity that it overran Mr. Hofmeister's location in a matter of seconds.

## RECOMMENDATIONS

When utilizing contract bulldozers on State responsibility fires in contract counties, they should be supervised by qualified "Dozer Boss" personnel. Also, contract bulldozers should be assigned to work with and remain in close contact with experienced fire service wildlandfire control equipment operators.

Section 5605, Page 204, of Handbook 5600, should be reviewed with the thought in mind to make safety clothing requirements more stringent. They should be more closely in line with the requirements placed upon Department of Forestry personnel.

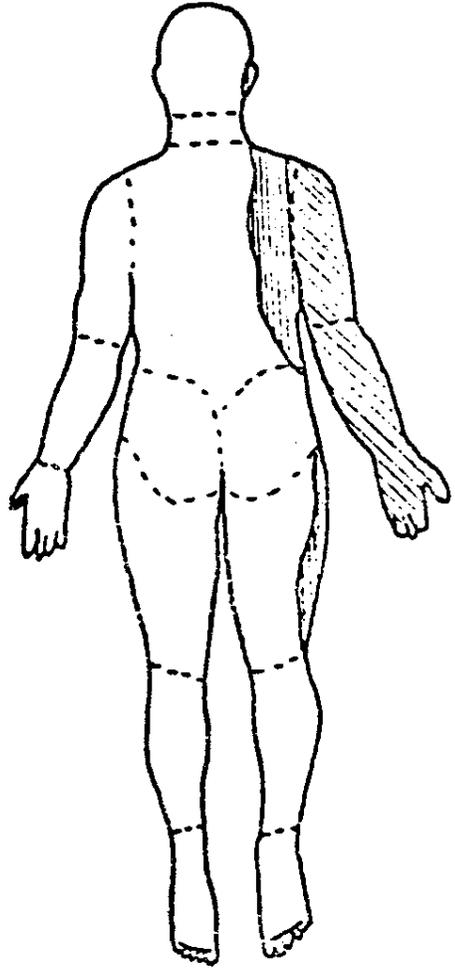
The preliminary mechanical inspection (FC-100) should also include availability of appropriate safety clothing. Perhaps the form could be modified so indicating that the contract operator has appropriate clothing and has been instructed to wear it. Failure to comply would result in automatic termination of his contract.

Written performance records should be made on contract operators in the same manner that fire line performance ratings are made on forestry personnel. This would be a good tool to aid in the development of a preferred or best qualified list of contract dozer operators and equipment.

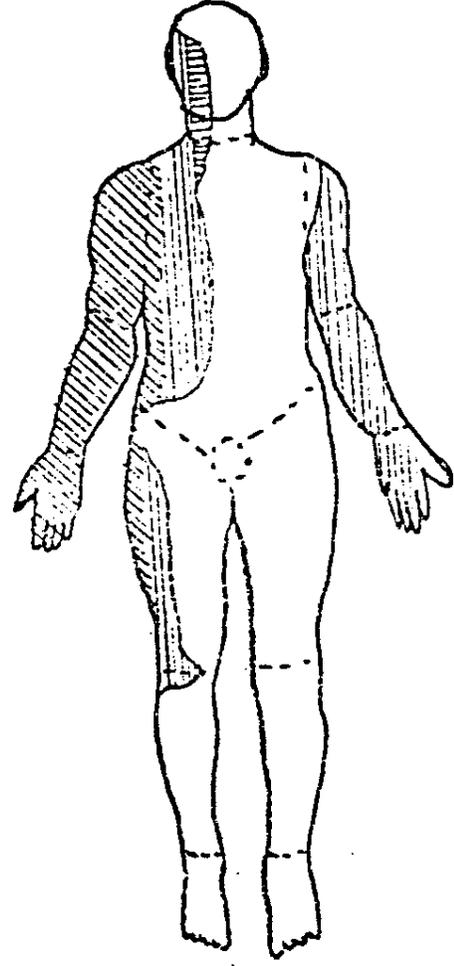
# BURN EVALUATION

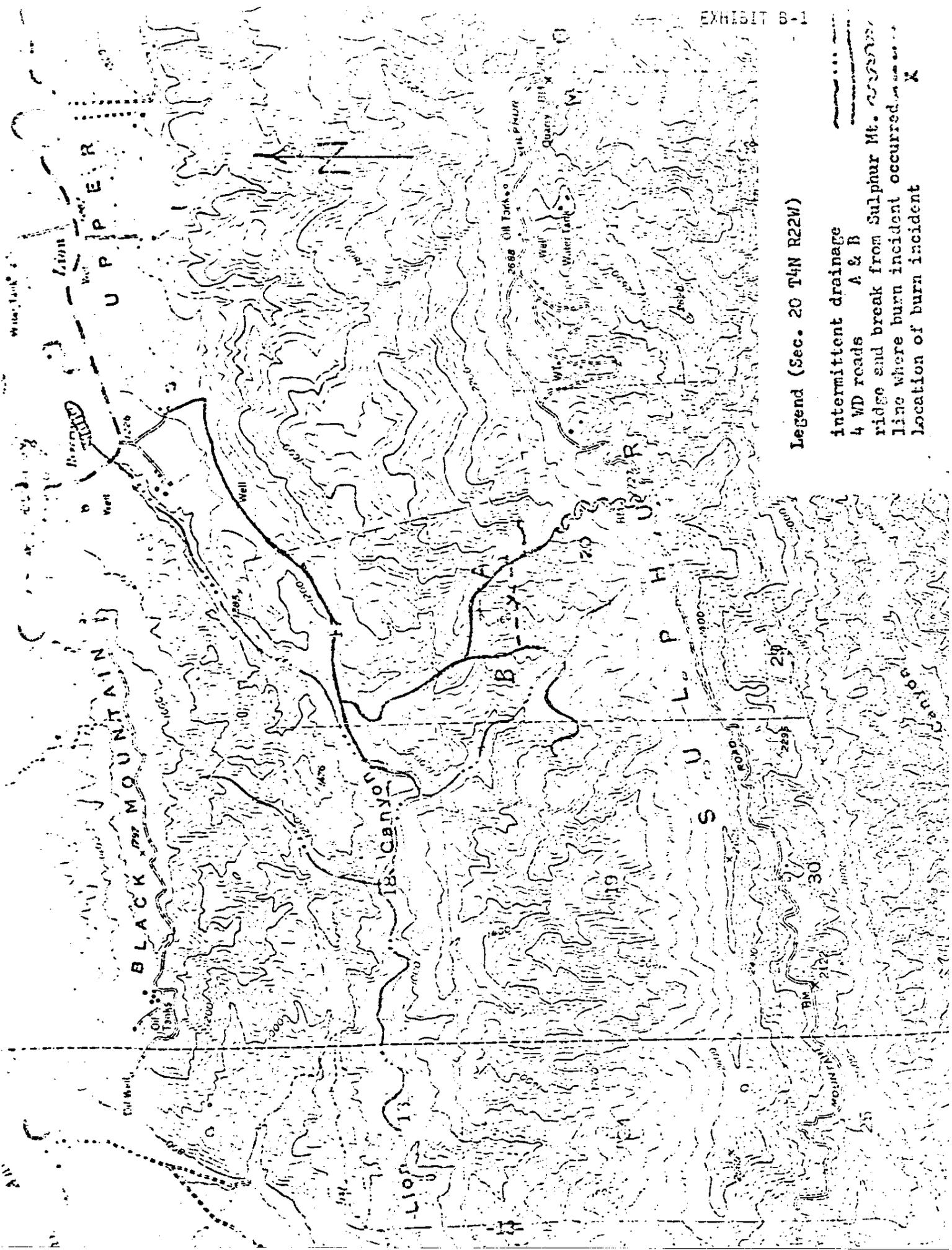
- 1° 
- 2° 
- 3° 

back



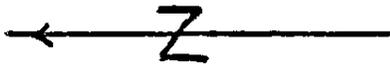
front



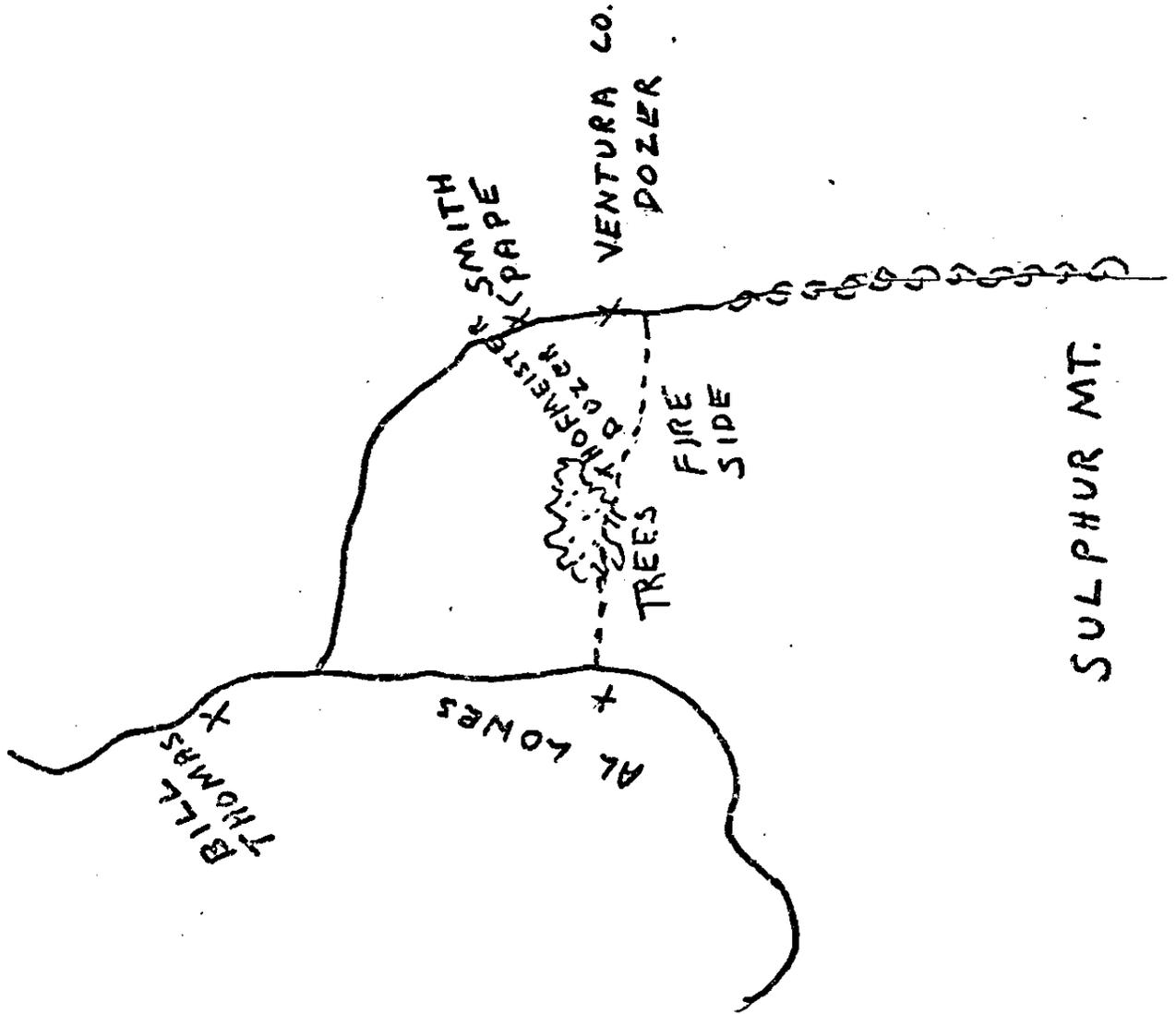


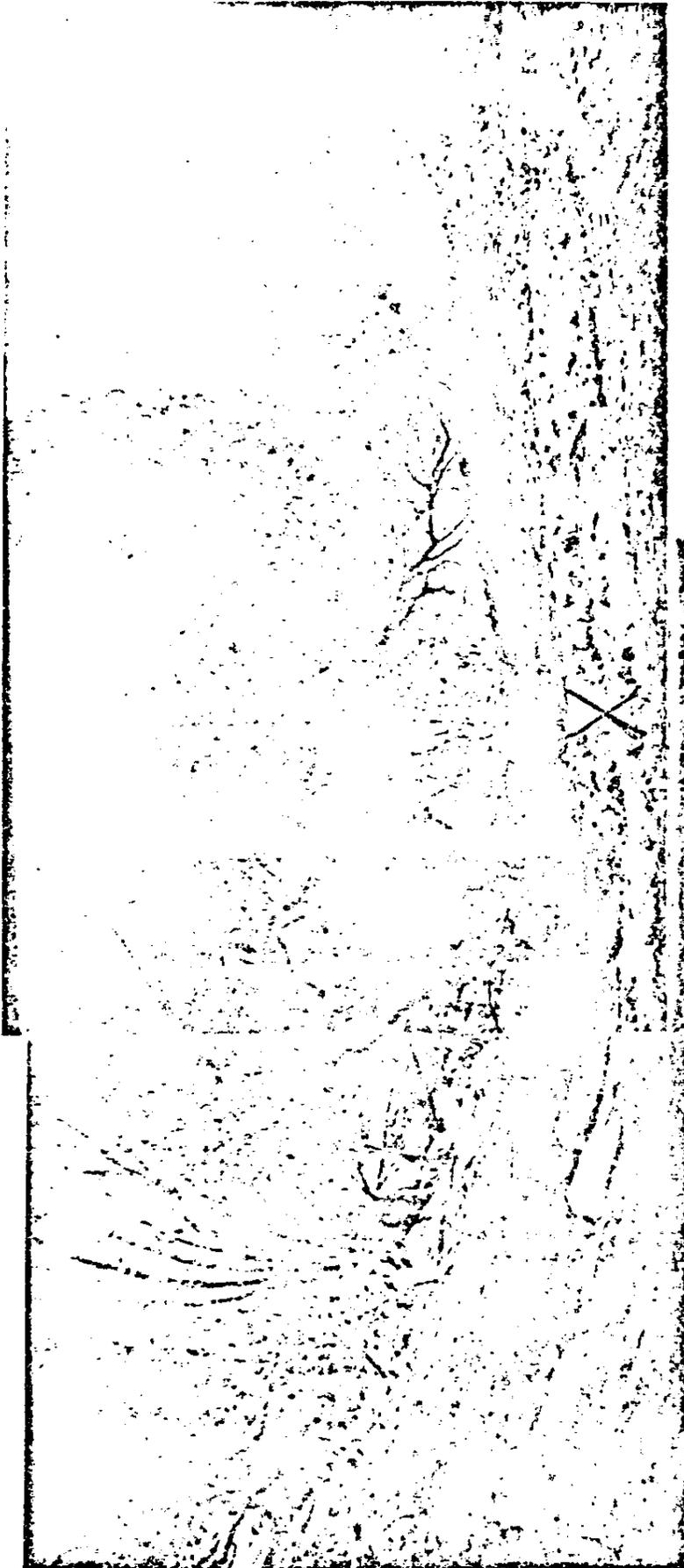
Legend (Sec. 20 T4N R22W)

- intermittent drainage
- 4 WD roads A & B
- ridge and break from Sulphur Mt.
- line where burn incident occurred
- location of burn incident



"NOT TO SCALE"

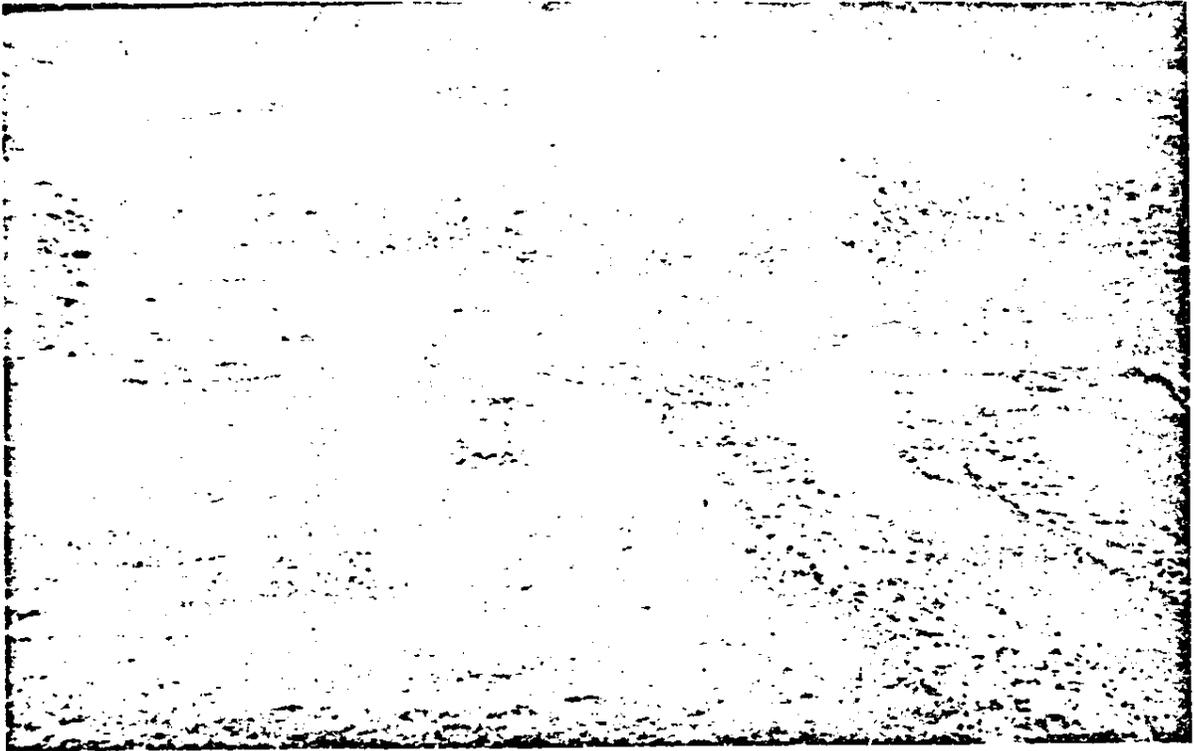




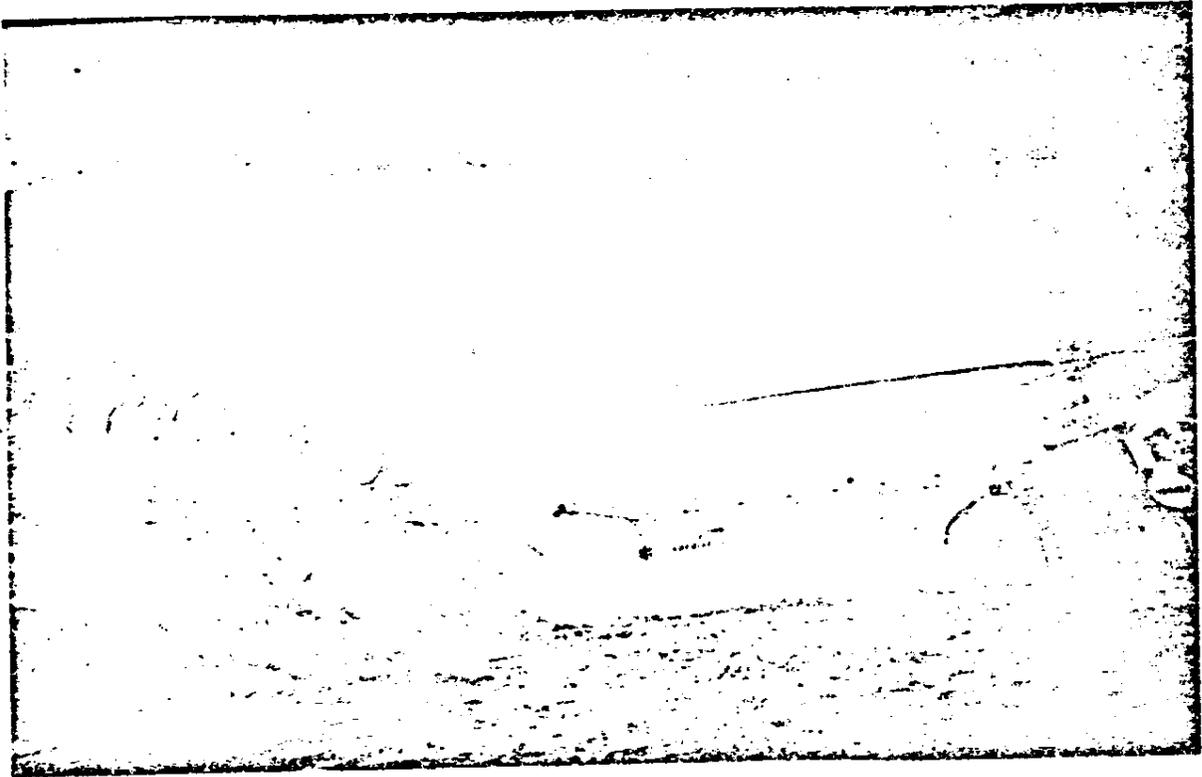
BURN SITE, DOZER LOCATION AT TIME OF INCIDENT



ANOTHER VIEW OF BURN SITE, NOTE  
HORSESHOE AFFECT ON BOWL SURROUNDING SHELF



BURN SITE INDICATING FLAT SHELF



GENERAL TOPOGRAPHY OF CREEK ROAD FIRE

S U P P L E M E N T A L

R E P O R T

I N F O R M A T I O N



REQUEST #

EQUIPMENT AND PERSONNEL CONTINUATION SHEET

ORDER #

CONTINUATION SHEET NO. 1

FIRE NAME & NUMBER

REQUEST NUMBER	MONTH	RESOURCES				TIME NEEDED	REQ. TO:	TIME	RADIO CALL OR EQUIP NO.	NAME + NO CREWMEN	ID-8	ETA	REMARKS	RELEASED	
		AC/AMP	AT	HELICOPTER	ENGINE									DOZER	HANDCROW
1	9									Vic. W. S. ...				23	0800
2	9						S.B.			...				23	0800
3	9						S.D.			...				23	0800
4	9						R.O.			...				23	0800
5	9						OFF			...					

FOR FIRE SUPPRESSION AND OTHER EMERGENCIES

Contractor <i>Hortwister Const.</i>		Ranger Unit
Address <i>11608 S.D. - Ojai Rd</i>		Address
City, State, Zip Code <i>Ojai, Calif 93023</i>		City, Zip Code
Day Telephone <i>646-4587</i>	Night Telephone <i>525-4994</i>	Telephone

Contractor Social Security Number or Federal Employer ID Number: *547-96-1661*

1 License Serial or Equipment Number	2 Description (Make, Model, Year)	3 Equipment Rates			4 Operator Rate
		A. Hourly Work	B. Mileage	C. Minimum Daily	
<i>46-A 28497</i>	<i>O-P-H w/ Blade &amp; Ripper</i>	<i>62<sup>00</sup></i>		<i>490<sup>00</sup></i>	<i>24<sup>00</sup></i>
<i>JD 85C</i>	<i>John Deere w/ Angle Blade</i>	<i>44<sup>00</sup></i>		<i>372</i>	<i>24<sup>00</sup></i>

It is mutually agreed that, upon request of the California Department of Forestry, herein referred to as "State", the undersigned will furnish the equipment listed hereon for fire suppression or other emergency use to the extent he is willing and able at the time of order. When such equipment is furnished by the Contractor as ordered by the State, the undersigned agrees to abide by the General Provisions listed on the reverse side of this Agreement.

WAGE CERTIFICATION: Contractor or authorized representative certifies that he/she pays Union scale and is signatory to the labor agreement with the following Union Local \_\_\_\_\_ or pays equal or greater wages.  
 YES  NO  Contractor agrees to retain payroll records for a period of one (1) year after expiration of this agreement and make them available to the State of California upon request.  
 NOTE: Penalty for making false statements is prescribed in California State Penal Code 72.

*[Signature]* Operator *9/18/79*

Signature of Contractor or Authorized Representative \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
*[Signature]* *Officer* *9/18/79*  
 Signature of State Representative \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Equipment Inspection Time of Hire: <i>Good</i>	Equipment Inspection Time of Release: <i>via damage claim</i>
Signature of Contractor or Authorized Representative _____	Signature of Contractor or Authorized Representative _____
Signature of State Representative _____	Signature of State Representative _____
Date <i>9/18/79</i>	Date <i>9/22/79</i>

## GENERAL PROVISIONS

Subject to the following provisions, payment for service and equipment ordered and furnished will be at rates specified in this Agreement:

1. TIME OF HIRE shall start at the time when equipment is ordered by the State. If, upon subsequent inspection, the State determines that such equipment is in an unsafe or inoperable condition, the equipment will be rejected. Time of hire ends when the contractor is notified by the State that equipment is released or rejected. Payment for a reasonable amount of operator time to and from the point of hire will be made even though the equipment is rejected.
2. WITHDRAWN EQUIPMENT - If the Contractor withdraws his equipment and/or operator(s) prior to being released by the State, no further payment shall accrue for the operator and/or equipment and the Contractor shall bear all costs of returning operator(s) and/or equipment to the point of hire.
3. HOURLY WORK RATE (Bik. 3A) will apply when equipment is in actual operation as ordered by the State, including relocation of equipment under its own power. Work Rate plus Operator Rate will be paid when operator is furnished by the Contractor with equipment. Payment for work by the hour will be made to the nearest hour. Payment will terminate when equipment is out of service for more than one hour because of mechanical breakdown or unavailability of a qualified operator.
4. MILEAGE RATE (Bik. 3B) will be paid to all vehicles hired under a Mileage Rate. This rate includes all costs of vehicle operation, excluding operator, and will be paid when mileage exceeds the Minimum Daily Payment of 100 miles per calendar day.
5. MINIMUM DAILY PAYMENT (Bik. 3C) guarantees a minimum payment for equipment on any calendar day said equipment was under the control of the State.

a. The following will apply to equipment hired under the Hourly Work Rate:

<u>Period of Hire</u>	<u>Payment</u>
Less than 4 hours	- 1/2 Minimum Daily
4 Hours or More	- Full Minimum Daily

Anytime the total payment of Hourly Work Rate exceeds the Minimum Daily Payment, then the Hourly Work Rate will apply.

b. The following applies to equipment hired under the Mileage Rate:

The guaranteed Minimum Daily Payment for the appropriate class vehicles shall be paid 100 miles per day for either a portion of or a full calendar day. When actual miles driven exceeds the 100 mile Minimum Daily Payment, the Mileage Rate will apply to total miles driven.

6. OPERATOR RATE (Bik. 4) will be paid the Contractor for all hours of officially ordered work, standby or transportation time. Payment is guaranteed for a minimum of eight hours per calendar day except for fractional days at the beginning and end of a period of hire. For fractional days, payment will be made for actual hours.
7. TRANSPORTATION OF EQUIPMENT - Equipment will be transported at State expense from the point of hire to work site and return. Exceptions to this provision for "rejected" or "withdrawn" equipment are covered in Provisions 1 and 2.
8. MEALS - When available at State subsisted fire camps, will be furnished to Contractors' personnel employed on the fire without charge.
9. MAINTENANCE AND OPERATING SUPPLIES
  - a. It is the Contractor's responsibility to provide fuel, oil, grease, filters, parts, service and labor required to maintain equipment in safe operating condition.
  - b. At the request of the Contractor, the State may, at its option, provide labor, fuel, oil, grease, filters, and other necessary items to service and/or maintain the Contractor's equipment in an operable condition, with the costs thereof being determined by the State and deducted from any payment due the Contractor. The State charge for labor will be at the current rate specified by the State for Heavy Fire Equipment Operator, when labor is provided by the State.
10. LOSS, DAMAGE OR DESTRUCTION
  - a. State will reimburse Contractor only for damages to equipment directly caused by the fire, provided the Contractor or its employees and agents are not a contributing cause to such damage. The damages contemplated by this clause include reasonable loss of income for equipment which is rendered inoperative due to fire.
  - b. Only the Sacramento Mobile Equipment staff or a designated agent thereof, is authorized to resolve fire damage equipment claims.
11. It is expressly agreed that all persons engaged on this work are employees of the Contractor and that none are employees of the State. In addition, the Contractor is required to furnish at his own expense, fire, theft, liability, Workmen's Compensation and other insurance that he deems necessary for his protection.
12. Contractor assumes all responsibility which may be imposed by law for property damage or personal injury caused by defective equipment or its negligent operation, furnished under the provisions of this agreement.
13. EQUIPMENT INSPECTION
  - a. Pre-Inspection: Note any damage or severe wear and tear at time of hire.
  - b. Release Inspection: Note any direct damage caused by the fire, if any, at time of release.
14. TRANSPORTATION PERMIT - Authorization to move "extra legal" loads during an emergency is granted to Forestry by the Department of Transportation. Non-emergency permits for return trips of "extra legal" loads will be provided by State or Contractor may use his blanket permit where applicable.
15. PILOT CAR - When "extra legal" permit loads are moved requiring a pilot car, Contractor will be paid at established mileage rate for the pilot car.
16. SAFETY EQUIPMENT - Operators employed by Contractor must be provided with safety equipment (hard hat, gloves and goggles) by the Contractor. Long sleeved shirts or jackets must be worn with sleeves rolled down while working. Operators will be issued additional personal safety equipment when required by the State. Said equipment shall be turned in on release from the emergency incident. Cost of safety equipment not returned will be deducted from final payment to Contractor.

STATE OF CALIFORNIA  
 DEPARTMENT OF FORESTRY  
 CONTRACT/DELEGATION ORDER  
 AD-40 (6/77)

SUBPURCHASE ORDER/VENDOR'S INVOICE

PLEASE TYPE OR PRINT

BILLING CODE | PG. OF PA  
 130480112  
 CONTRACT/DELEGATION NO.  
 9781351  
 AGENCY ORDER NO.  
 343419  
 DATE MO DAY Y  
 10 9 27

TO: CALIF. DEPT. OF FORESTRY  
 2524 MULBERRY  
 RIVERSIDE CA 92501

MAIL INVOICE IN TRIPLICATE TO:  
 CALIF. DEPT. OF FORESTRY  
 P.O. BOX 1067  
 RIVERSIDE CA 92501

VENDOR HOEMEISTER CONST.  
 ADDRESS 11608 SANTA PAULA RD.  
 OJAI CA ZIP 93023

COMPLETE ONLY WHEN TO BE USED AS VENDOR'S INVOICE!  
 I hereby certify that this is a true and just bill and payment has not been received.  
 VENDOR'S SIGNATURE  
 TITLE (Owner, Manager, Clerk, etc.)  
 Vendor's Invoice No

VENDOR NUMBER S/B B ETH 5

NOTICE TO MERCHANT

- SHOW OUR STATE CONTRACT NUMBER AND CONTRACT PURCHASE ORDER NUMBER ON YOUR INVOICE.
- SHOW CASH DISCOUNTS OFFERED ON YOUR INVOICE.
- SUBMIT INVOICE IN TRIPLICATE. IF NOT ON PRINTED BILL HEAD, VENDOR PLEASE SIGN INVOICE.
- SUBMIT ORIGINAL RECEIPTED EXPENSE BILLS IF YOUR INVOICE INCLUDES PREPAID TRANSPORTATION CHARGE.
- PACKING OR DRAYAGE CHARGES WILL NOT BE ALLOWED UNLESS STATED IN THIS ORDER.

DATE WANTED SHIP VIA F.O.B. TERMS

LINE NO.	QUANTITY	UNIT	STOCK ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION
2	EA			RENTAL: D-8H CAT #28497 DOZER. MIN DAILY 9-20-79 9-21 MIN DAILY	490.00	980.00
3	17	HRS		RENTAL: D-8H CAT #28497 DOZER 9-21-79 9-20 62.00	62.00	1054.00
4	32	HRS		OPERATOR - CONTRACTOR	24.00	768.00
5	32	HRS		RENTAL: JOHN DEERE DOZER JD850	45.00	1440.00
6				9-18-79 HRS; 9-19-20 HRS 9-20-5 HRS		
7	32	HRS		OPERATOR - CONTRACTOR	24.00	768.00
8				9-18-79 HRS; 9-19-20 HRS		
9				9-20-5 HRS		
10				GOINGS FIRE - CREEK FIRE		

PURCHASE AUTHORIZED BY: (Signature, Title)

DIVISION AND FISCAL YEAR	3-0	ORDER NUMBER	10138
FUNCTION SUB FUNCTION AND LOC.			09670
GET ALLOTMENT REPEND. CLASSIF			21114
CLAIM SCHEDULE NO.			
PURCHASE REFERENCE NO.	10		343419

CERTIFICATION OF RECEIPT AND AUTHORIZATION FOR PAYMENT	SUB-TOTAL	5630
DATE RECEIVED	SALES TAX	
9-22-79	TOTAL	5630
SIGNATURE		
E. O. Brown		
TITLE		
SFR I		
UNIT	LOCATION	
VENTURA	CREEK FIRE	
VEHICLE LICENSE NUMBER	C.D.F.R.	

THIS IS YOUR COPY  
 Controller's Copy (Sold Separately)

DOC. NO.		HIRED EQUIPMENT		ACTIVITY RECORD		STATE OF CALIFORNIA RESOURCES AGENCY DEPARTMENT OF FORESTRY	
OWNER-OPERATOR ID.				EQUIPMENT ID.			
Owners Name: <i>John Meister Const.</i>		Owner ID. No. <i>2</i>		CDF ID. No.			
Address: <i>11608 S.P. - Oriskany</i>		Type: <i>John Deere Digger</i>					
Phone: <i>646-4587 &amp; 325-4994</i>		Make & Model: <i>JD 850</i>					
Operator: <i>Carl H. Furey, Jr.</i>		Relief Operator:		Serial or License No.:			
RATE AND PAYMENT RECORD						TOTAL	
W/SERVICE:		WO/SERVICE:		Daily		Mi./Hr/Day	
W/OPERATOR:		WO/OPERATOR:		Min. Daily			
RATES VERIFIED BY:		Signature: <i>[Signature]</i>		Date: <i>9/18/99</i>			
OWNER OR OPER		Signature: <i>[Signature]</i>		Date: <i>9/19/99</i>			
CDF: <i>[Signature]</i>		Title: <i>AME</i>		Date: <i>9/19/99</i>			
ACTIVITY IDENTIFICATION				Hourly			
RANGER UNIT: <i>VENTURA</i>				TOTAL:		\$ <i>220</i>	
LOCATION: <i>DTA:</i>				PAID BY SPO No. <i>343419</i>		Amt. \$ <i>56.30</i>	
FIRE NO. NAME: <i>CREEK FIRE</i>				Written By: <i>E. R. Thompson</i>		Date: <i>9-22</i>	

FC-33B Rev. 3-78

CDF 7540-130-0035

*JD 850 140 HP*

DATE	EQUIPMENT TIME			OPERATOR TIME				CDF SUPERVISOR NAME	ASSIGNMENT JOB & LOCATION
	START	STOP	HRS/DAYS/MILES	START	STOP	OPERATOR HRS.	NAME		
<i>9/18</i>	<i>1700</i>	<i>2400</i>	<i>7</i>	<i>1700</i>	<i>2400</i>	<i>7</i>	<i>[Signature]</i>	<i>[Signature]</i>	
<i>9/19</i>	<i>0700</i>	<i>2000</i>	<i>20</i>	<i>0700</i>	<i>2000</i>	<i>20</i>	<i>''</i>	<i>''</i>	
<i>9/20</i>	<i>0700</i>	<i>1200</i>	<i>5</i>	<i>0700</i>	<i>1200</i>	<i>5</i>	<i>''</i>	<i>''</i>	
TOTALS:			<i>32</i>	TOTALS:			<i>32</i>		

REMARKS:

(Cardex Use Only)

TYPE EQUIPMENT	OWNER	LICENSE OR SER. NO.	OWNER ID. NO.	CDF ID. NO.

DOC. NO.		HIRED EQUIPMENT		ACTIVITY RECORD		RESOURCE AGENCY DEPARTMENT OF FORESTRY			
OWNER-OPERATOR ID.				EQUIPMENT ID.					
Owners Name: <i>Hofmeister</i>		Owner ID. No. <i>1</i>		CDF ID. No.					
Address: <i>11608 S.P. - Ori Rd Ojai Cal</i>		Type: <i>D-8 H w/ Blade &amp; Ropes</i>		Make & Model: <i>D-8-H - Cat</i>					
Phone: <i>646-4587-525-4994</i>		Serial or License No.: <i>28497</i>							
Operator: <i>P. Hofmeister</i>		Relief Operator:							
RATE AND PAYMENT RECORD				RATE		TOTAL Mi./Hr/Day		AMOUNT	
W/SERVICE:		WO/SERVICE:		Daily		\$		\$	
W/OPERATOR:		WO/OPERATOR:		Min. Daily		\$ 4.90		\$ 9.80	
RATES VERIFIED BY:		Hour/Mile		Operation		\$ 62.00		\$ 167.00	
OWNER OR OPER.		Date: <i>9/19/78</i>		Operator		\$ 24.00		\$ 76.00	
CDF:		Signature: <i>[Signature]</i>		Title: <i>[Title]</i>		Date: <i>9/19/78</i>			
ACTIVITY IDENTIFICATION				TOTAL:				\$ 94.20	
RANGER UNIT: <i>VENTURA</i>		PAID BY SPO No. <i>243419</i>		Amt. <i>51.5</i>					
LOCATION: <i>C Ojai</i>		FIRE NO. <i>CREEK FIRE</i>		NAME: <i>CREEK FIRE</i>		Written By: <i>P. Hofmeister</i>		Date: <i>9.22.</i>	

FC-33B Rev. 3-78

CDF 7540-130-0035

D-8

DATE	EQUIPMENT TIME			OPERATOR TIME				CDF SUPERVISOR NAME	ASSIGNMENT JOB & LOCATION
	START	STOP	HRS/DAYS/MILES	START	STOP	OPERATOR HRS.	NAME		
<i>9/19</i>	<i>1700</i>	<i>2400</i>	<i>7</i>	<i>1700</i>	<i>2400</i>	<i>7</i>	<i>P. Hofmeister</i>	<i>Subsidy</i>	
<i>9/19</i>	<i>0001</i>	<i>2000</i>	<i>20</i>	<i>0001</i>	<i>2000</i>	<i>20</i>	<i>11</i>		
<i>9/20</i>	<i>0700</i>	<i>1200</i>	<i>5</i>	<i>0700</i>	<i>1200</i>	<i>5</i>	<i>11</i>		
<i>9/20</i>	<i>1201</i>	<i>2400</i>	<i>SB 11.0</i>			<i>10</i>	<i>VENTURA COUNTY</i>		
<i>9/21</i>	<i>0001</i>	<i>1100</i>	<i>SB 11.0</i>			<i>10</i>	<i>11 11</i>		
TOTALS:			<i>27</i>	TOTALS:			<i>32</i>		
REMARKS:		<i>2-MD.</i>							

(Cardex Use Only)

TYPE EQUIPMENT	OWNER	LICENSE OR SER. NO.	OWNER ID. NO.	CDF ID. NO.

F CALIFORNIA  
MINI-MEMO  
STD 100-2 (REV 9-70)

TO: Dan Catano  
Claims Adjuster  
State Comp. Ins. Fund

SUBJECT: Injury  
Carl Hofmeister

DATE  
9/27/79

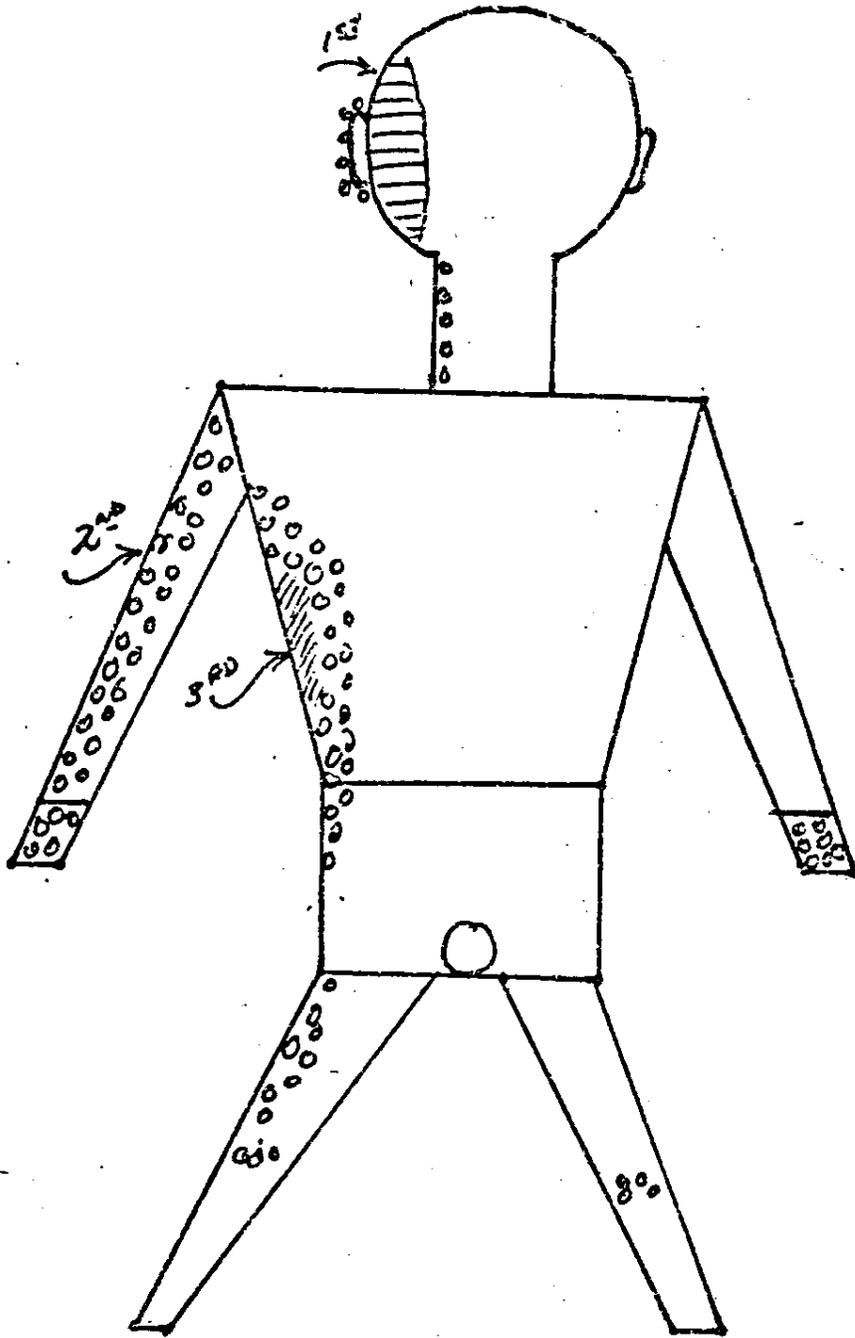
M Carl Hofmeister was a contract employee - Heavy  
E Equipment Operator - who worked for CDF on the Creek  
S Road Fire. He will be entitled to straight Temporary  
S Disability without supplementation because he is not  
A a permanent state employee.  
G  
E

RETURN TO	SIGNED ▶ <i>Debra L. Johnson</i>	ADDRESS Calif. Dept. of Forestry 2524 Mulberry St.	PHONE (714) 781-4140
		Riverside, CA 92502	

R  
E  
P  
L  
Y

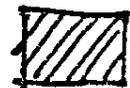
SIGNED ▶	ADDRESS	DATE
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SEND PARTS 1 AND 3 INTACT - PART 3 WILL BE RETURNED WITH REPLY



 1<sup>ST</sup> DEG.

 2<sup>ND</sup> DEG.

 3<sup>RD</sup> DEG.

Events of the Hoffmeister Incident  
Thursday September 20, 1979

- 1238 Heard Radio traffic regarding a burn injury. Injured party being air lifted to Ventura County General Hospital (VCGH).
- 1244 Responding to VCGH for liaison (Radio traffic enroute describing the injured party as a contract hozer operator).
- 1320 In quarters VCGH. Service Two (S-2) already there. Advised Carl Hoffmeister was injured subject.
- 1340 Training Chief (who'd telephoned S-2 at VCGH)  
"Bob Forbes will call Mrs Hoffmeister and transport her to Burn Center."  
- Mrs Hoffmeister called VCGH to speak to Carl, she understood that his hands were burned.

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"Bob Forbes will call Mrs Hoffmeister and transport her to Burn Center."  
— Mrs Hoffmeister called VCGH to speak to Carl, she understood that his hands were burned.

a doctor, spoke to her to  
advise his condition.

- VCGH contacted Burn Center to  
advise we will be transporting  
Carl to their facility.

1445 Enroute to Burn Center via Capt

1510 In Quarters via Capt 6

1520 Contacted Capt Perry (P20)(S-1)  
via telephone re the following  
Carl Hoffmeister

58 yrs

11608 Santa Paula - Ajaja Rd.

Santa Paula

646-4587

Treated by Mr. Jack Crossman

3<sup>rd</sup> degree RT's flame 8" dia by

deep 2<sup>nd</sup> degree burnt to RT arm

upper RT. leg, right hand to

2<sup>nd</sup> degree left hand, right leg

deep 1<sup>st</sup> degree RT's of face/neck

Total	1 <sup>ST</sup> Estimate (VOCH)	25-35%
	2 <sup>ND</sup> - (SOCH)	15%
	FINAL - (SOCH)	35%

Condition - Satisfactory

1550 - Telecom from ODF requesting I stay until their rep arrived.

- VCFD Chaplain arrived (Gene Haffern) talked with Carl - "Spirits high"

- Incident - "I started to make a second cut, the wind changed and blew the fire towards me. I started to jump off the dozer to get under or behind it, I've done this a lot of times and it was always OK. This time the fire moved too fast for me to get away."

- Carl was moved into the Supper  
chamber ~~to~~ from the ER.
- 1800 Telecon to Admit. Dir. requesting  
Confirmation E.H. of CDF lesion.
- 1810 Hank Korman (Insurance agent  
& friend) - Mrs H. will not  
be coming to SeCH until 9/21
- 1820 Telecon w/ Jerry Logan - CDF related  
all of the above. Additionally  
Carl had been sedated and  
sleeping. There didn't appear to  
be a need to remain @ SeCH.
- 1830 Return to Incident from SeCH.

W. H. H. Capt.  
VCFD