

1 [Ban on old-growth wood]  
2

3 **Amending San Francisco Administrative Code by reenacting Chapter 12I which**  
4 **prohibits the City from using, requisitioning or purchasing any tropical hardwoods,**  
5 **tropical hardwood products, virgin redwood, or virgin redwood wood products.**

6 Note: Additions are *italic; Times New Roman*; deletions  
7 are ~~*strikethrough italic; Times New Roman*~~  
8 Board amendment additions are double underlined.  
Board amendment deletions are ~~strikethrough normal~~.

9 Be it ordained by the People of the City and County of San Francisco:

10 Section 1. Chapter 12I of the San Francisco Administrative Code will expire  
11 automatically by its terms on January 6, 2001 pursuant to Section 12I.11. The purpose of  
12 Chapter 12I is to curb the consumption of tropical hardwoods, tropical hardwood wood  
13 products, virgin redwoods and virgin redwood wood products in San Francisco through  
14 prohibiting the City and County's purchase of such items. The Board of Supervisors has  
15 determined that the purposes identified in Chapter 12I.1 have not been fully achieved and  
16 therefore wish to reenact Chapter 12I without the sunset provision.

17 Section 2. The San Francisco Administrative Code is hereby amended by adding  
18 Chapter 12I to read as follows:

19 *SEC. 12I.1. FINDINGS.*

20 *The Board of Supervisors hereby finds and declares that:*

21 (1) *The world's equatorial tropical rainforests are the Earth's oldest and richest*  
22 *terrestrial ecological systems. The tropical rainforests are home to half of all the Earth's plant and*  
23 *animal species as well as thousands of indigenous tribal peoples.*

24 (2) *The tropical rainforests are being destroyed worldwide, through commercial*  
25 *logging, burning and overcutting, at a rate of 50,000 acres per day, and this rate is accelerating.*

1           (3)    *Over ¼ of all rainforest destruction results from logging of the rainforests to*  
2 *support the international trade in tropical hardwoods.*

3           (4)    *The United States is the third largest importer of tropical hardwoods.*

4           (5)    *Deforestation of the tropical rainforests has been scientifically linked to*  
5 *atmospheric imbalance and global warming, known as the Greenhouse Effect, caused by increased*  
6 *concentrations of CO2 in the global atmosphere. The effects of global warming include drought, floods,*  
7 *melting of the polar ice caps and changes in weather patterns worldwide.*

8           (6)    *Destruction of the rainforest at the current rate results in the endangerment and*  
9 *extinction of 30 species of plant and animal life each day and a consequent loss of genetic diversity*  
10 *invaluable to the production of medicines and food products.*

11          (7)    *Tropical rainforest deforestation causes the displacement of indigenous tribal*  
12 *peoples, many of whom have never before been contacted by the modern world. Displacement results in*  
13 *the death of these people and destruction of their culture, and loss of their intimate knowledge of*  
14 *commercial, medicinal and nutritional uses of rainforest species, which is often superior to that of any*  
15 *western-trained scientist.*

16          (8)    *It is critical to the survival of the planet that the United States and other*  
17 *industrialized nations take immediate measures to curb consumption of tropical hardwoods in order to*  
18 *halt the deforestation of the rainforests and to avert irreversible global environmental destruction.*

19          (9)    *Virgin redwood forests are an ancient and irreplaceable part of our State and*  
20 *national heritage that should be preserved for future generations.*

21          (10)   *Virgin redwood forests provide the only surviving habitat for rare species such*  
22 *as the marbled murrelet and the northern spotted owl. In addition, these forests protect the streams that*  
23 *provide the increasingly rare habitat of dwindling numbers of salmon and steelhead.*

1                   (11)   *Only four percent of the virgin redwood forests originally found in the United*  
2 *States remain in existence, and these forests are under threat of destruction through commercial*  
3 *logging.*

4                   (12)   *Prohibiting the City and County's use of tropical hardwoods, tropical hardwood*  
5 *wood products, virgin redwood and virgin redwood wood products will contribute to a necessary*  
6 *reduction in the demand for these products. Such a prohibition would not create shortages of building*  
7 *supplies for the City, inasmuch as many acceptable non-tropical hardwood equivalents and non-virgin*  
8 *redwood equivalents are available.*

9                   (13)   *Many non-tropical hardwood equivalents are grown domestically in the United*  
10 *States. A prohibition on the City's use of tropical woods would therefore stimulate domestic business*  
11 *and create jobs for American timber workers.*

12                   (14)   *Under this Article the City and County of San Francisco wishes to exercise its*  
13 *power to make economic decisions involving its own funds as a participant in the marketplace and to*  
14 *conduct its own business as a municipal corporation to ensure that purchases and expenditures of*  
15 *public monies are made in a manner consistent with sound environmental policies and practices. The*  
16 *City enacts this Article to prohibit the use, requisition or purchase, directly or indirectly, by any City or*  
17 *County department or agency, of any tropical hardwoods or tropical hardwood wood products as well*  
18 *as virgin redwood or virgin redwood wood products.*

19                   *SEC. 12I.2. DEFINITIONS.*

20                   *As used in this Article, the following words and phrases shall have the meanings*  
21 *indicated herein:*

22                   *“City” or “City and County” shall mean the City and County of San Francisco, or any*  
23 *department, board, commission or agency thereof.*

1           “City funds” shall mean all monies or other assets received and managed by, or which  
2 are otherwise under the control of, the Treasurer, and any notes, bonds, securities, certificates of  
3 indebtedness or other fiscal obligations issued by the City and County.

4           “Commodities” shall include, but not be limited to, goods, commodities, materials,  
5 supplies and equipment.

6           “Contract” shall mean an agreement for public works or improvements to be  
7 performed, or for goods or services to be purchased or grants to be provided, at the expense of the City  
8 and County or to be paid out of monies deposited in the treasury or out of trust monies under the  
9 control of or collected by the City and County.

10          “Contracting officer” shall mean that officer or employee of the City and County  
11 authorized under the Charter, the Administrative Code or the Municipal Code, to enter into a contract  
12 on behalf of the City and County. “Contracting officer” shall include the Mayor, each department head  
13 or general manager and other employees of the City and County authorized to enter into contracts on  
14 behalf of the City and County.

15          “Doing business in the City and County” shall mean entering into or seeking to enter  
16 into a contract with the City and County.

17          “Non-tropical hardwood equivalents” shall mean any and all hardwood other than  
18 virgin redwood that grows in any geographically temperate regions, as defined by the U.S. Forest  
19 Service, and is equivalent to tropical hardwood in density, texture, grain, stability or durability. Non-  
20 tropical hardwoods, the use or purchase of which shall be preferred under this Article, shall include,  
21 but not be limited to the following species:

Scientific Name	Common Name
<i>Fraxinus americana</i>	Ash
<i>Tilia americana</i>	Basswood

1	<i>Fagus grandifolia</i>	<i>Beech</i>
2	<i>Betula papyrifera</i>	<i>Birch</i>
3	<i>Juglans cinera</i>	<i>Butternut</i>
4	<i>Prunus serotina</i>	<i>Cherry</i>
5	<i>Populus spp.</i>	<i>Cottonwood</i>
6	<i>Taxodium distichum</i>	<i>Cypress</i>
7	<i>Pseudotsuga menziesii</i>	<i>Douglas Fir</i>
8	<i>Ulmus spp.</i>	<i>Elm</i>
9	<i>Nyssa sylvatica</i>	<i>Black Gum</i>
10	<i>Liquidambar styraciflua</i>	<i>Red Gum</i>
11	<i>Celtis laevigata</i>	<i>Hackberry</i>
12	<i>Tsuga heterophylla</i>	<i>West Hemlock</i>
13	<i>Hicoria spp.</i>	<i>Hickory</i>
14	<i>Acer saccharum</i>	<i>Sugar Maple</i>
15	<i>Acer spp.</i>	<i>Soft Maple</i>
16	<i>Quercus spp.</i>	<i>Red Oak</i>
17	<i>Quercus spp.</i>	<i>White Oak</i>
18	<i>Hicoria spp.</i>	<i>Pecan</i>
19	<i>Pinus ponderosa</i>	<i>Ponderosa Pine</i>
20	<i>Pinus spp.</i>	<i>Yellow So. Pine</i>
21	<i>Liriodendron tulipifera</i>	<i>Yellow Poplar</i>
22	<i>Picea sitchensis</i>	<i>Sitka Spruce</i>
23	<i>Platanus occidentalis</i>	<i>Sycamore</i>
24	<i>Juglas nigra</i>	<i>Black Walnut</i>
25		

1                    “Non-virgin redwood equivalents” shall mean any and all wood or wood product  
2 (including, but not limited to, wood from the species scientifically classified as “sequoia  
3 sempervirens”) that is not a tropical hardwood or a tropical hardwood wood product and is equivalent  
4 to virgin redwood in density, texture, grain, stability or durability.

5                    “Purchaser” shall mean the Purchaser of the City and County or any authorized  
6 representative of that official.

7                    “Tropical hardwood” shall mean any and all hardwood, scientifically classified as  
8 angiosperme, that grows in any tropical moist forest. Tropical hardwoods, the use or purchase of  
9 which shall be governed by this Article, shall include, but not be limited to, the following species:

Scientific Name	Common Name
<i>Vouacapoua americana</i>	Acapu
<i>Pericopsis elata</i>	Afrormosia
<i>Shorea almon</i>	Almon
<i>Peltogyne spp.</i>	Amaranth
<i>Guibourtia ehie</i>	Amazaque
<i>Aningeria spp.</i>	Aningeria
<i>Dipterocarpus grandiflorus</i>	Apitong
<i>Ochroma lagopus</i>	Balsa
<i>Virola spp.</i>	Banak
<i>Anisoptera thurifera</i>	Bella Rosa
<i>Guibourtia arnoldiana</i>	Benge
<i>Detarium Senegalese</i>	Boire
<i>Guibourtia demeusil</i>	Bubinga
<i>Prioria copaifera</i>	Cativo

1	<i>Antiaris africana</i>	<i>Chenchen</i>
2	<i>Dalbergia retusa</i>	<i>Concobolo</i>
3	<i>Cordia spp.</i>	<i>Cordia</i>
4	<i>Diospyros spp.</i>	<i>Ebony</i>
5	<i>Aucoumea klaineana</i>	<i>Gaboon</i>
6	<i>Chlorophora excelsa</i>	<i>Iroko</i>
7	<i>Acacia koa</i>	<i>Koa</i>
8	<i>Pterygota macrocarpa</i>	<i>Koto</i>
9	<i>Shorea negrosensis</i>	<i>Red Lauan</i>
10	<i>Pentacme contorta</i>	<i>White Lauan</i>
11	<i>Shorea polysperma</i>	<i>Tanguile</i>
12	<i>Terminalia superba</i>	<i>Limba</i>
13	<i>Aniba duckei</i>	<i>Louro</i>
14	<i>Khaya ivorensis</i>	<i>African Mahogany</i>
15	<i>Swietenia macrophylla</i>	<i>American Mahogany</i>
16	<i>Tieghemella heckelii</i>	<i>Makore</i>
17	<i>Distemonanthus</i>	
18	<i>benthamianus</i>	<i>Movingui</i>
19	<i>Pterocarpus soyauxii</i>	<i>African Paduak</i>
20	<i>Pterocarpus angolensis</i>	<i>Angola Paduak</i>
21	<i>Aspidosperma spp.</i>	<i>Peroba</i>
22	<i>Peltogyne spp.</i>	<i>Purpleheart</i>
23	<i>Gonystylus spp.</i>	<i>Ramin</i>
24	<i>Dalbergia spp.</i>	<i>Rosewood</i>
25	<i>Entandrophragma</i>	

1	<i>cylindricum</i>	<i>Sapele</i>
2	<i>Shorea philippinensis</i>	<i>Sonora</i>
3	<i>Tectona grandis</i>	<i>Teak</i>
4	<i>Lovoa trichilioides</i>	<i>Tigerwood</i>
5	<i>Millettia laurentii</i>	<i>Wenge</i>
6	<i>Microberlinia brazzavillensis</i>	<i>Zebrawood</i>

7  
8           *“Tropical rainforests” shall mean any and all forests classified by the scientific term*  
9 *“tropical moist forests,” the classification determined by the equatorial region of the forest and*  
10 *average rainfall.*

11           *“Tropical hardwood wood products” shall refer to any wood products which are*  
12 *composed, in whole or in part, of tropical hardwood.*

13           *“Virgin redwood wood products” shall refer to any wood products which are composed,*  
14 *in whole or in part, of virgin redwood.*

15           *“Virgin redwood” shall mean wood from the species scientifically classified as “sequoia*  
16 *sempervirens” including but not limited to wood that is graded “clear heart” or “clear all heart” (or*  
17 *any successor or equivalent terms) under lumber industry grading standards, unless such wood is*  
18 *either:*

- 19           (a) *Reclaimed or recycled; or*
- 20           (b) *Certified as sustainably harvested redwood by a certification organization that*  
21 *bases its standards on the principles and criteria of the United States Forest Stewardship Council.*

22           *“Wood products” shall refer to any wood products, wholesale or retail, in any form,*  
23 *including but not limited to veneer, plywood, furniture, cabinets, paneling, mouldings, doorskins,*  
24 *joinery, or sawnwood. As used herein, the following words and phrases shall have the meanings*  
25 *indicated herein:*



1           (1)     *“Doorskin” shall mean a thin sheet of wood which is glued onto the frame of a*  
2 *door to form the face of the door.*

3           (2)     *“Moulding” shall refer to decorative wood used around window and*  
4 *doorframes, ceilings, and corners.*

5           (3)     *“Paneling” shall mean any thin sheet or sheets of attractive wood, intended to*  
6 *be used as wall covering, including any sheet consisting of a veneer glued onto some backing material.*

7           (4)     *“Particle board” shall mean any wood sheet or board created by compressing*  
8 *wood chips and particles from logs, trees or industrial residue.*

9           (5)     *“Plywood” shall mean any wood sheet created by gluing together thinner sheets*  
10 *(veneers) of any species.*

11          (6)     *“Sawnwood” shall mean lumber or any form of wood which is sawn or chipped*  
12 *lengthwise in either a rough or smooth cut.*

13          (7)     *“Veneer” shall mean a very thin slice of wood, between 1/16 inch to 1/125 inch*  
14 *in width, used in plywood, paneling, furniture exterior, and doorskins.*

15           **SEC. 121.3. CONTRACTS FOR SERVICES.**

16           (a)     ***Prohibited Transactions.***

17           (1)     *The City and County shall not enter into or renew any contract with any person*  
18 *or entity for the provision of services, the performance of which calls for the use of any tropical*  
19 *hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.*

20           (2)     *In the case of any bid proposal or solicitation, request for bid or proposal or*  
21 *contract for the construction of any public work, building maintenance or improvement for or on behalf*  
22 *of the City and County, the City shall not require or permit the use of any tropical hardwood, tropical*  
23 *hardwood wood product, virgin redwood or virgin redwood wood product.*

24           (3)     *Every bid proposal, solicitation, request for bid or proposal and contract for the*  
25 *construction of any public work, building maintenance or improvement shall contain a statement that*

1 any bid, proposal or other response to a solicitation for bid or proposal which proposes or calls for the  
2 use of any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood  
3 wood product in performance of the contract shall be deemed nonresponsive.

4 (b) Nonapplicability; Findings; Alternates.

5 (1) With respect to tropical hardwood and tropical hardwood wood products,  
6 Section 12I.3 shall not apply to bid packages advertised and made available to the public or any  
7 competitive and sealed bids received by the City entered into prior to December 6, 1990. With respect  
8 to virgin redwood and virgin redwood wood products, Section 12I.3 shall not apply to bid packages  
9 advertised and made available to the public or any competitive and sealed bids received by the City  
10 entered into prior to September 1, 1997.

11 (2) With respect to tropical hardwood and tropical hardwood wood products,  
12 Section 12I.3 shall not apply to any amendment, modification or renewal of a contract, which contract  
13 was entered into prior to December 6, 1990, where such application would delay timely completion of  
14 a project or involve an increase in the total monies to be paid by the City and County under that  
15 contract. With respect to virgin redwood and virgin redwood wood products, Section 12I.3 shall not  
16 apply to any amendment, modification or renewal of a contract, which contract was entered into prior  
17 to September 1, 1997, where such application would delay timely completion of a project or involve an  
18 increase in the total monies to be paid by the City and County under that contract.

19 (3) The provisions of Section 12I.3 shall not apply where the contracting officer  
20 finds that:

21 (A) No person or entity doing business in the City and County is capable of  
22 performing the contract using acceptable non-tropical hardwood equivalents or non-virgin redwood  
23 equivalents, as the case may be, in each case as defined under Section 12I.2; or

24 (B) The inclusion or application of such provisions will violate or be inconsistent  
25 with the terms or conditions of a grant, subvention or contract with an agency of the State of California

1 *or the United States or the instructions of an authorized representative of any such agency with respect*  
2 *to any such grant, subvention or contract;*

3 (C) *The use of tropical hardwoods, tropical hardwood wood products, virgin*  
4 *redwood or virgin redwood wood products, as the case may be, is deemed necessary for purposes of*  
5 *historical restoration and there exists no available acceptable non-tropical wood equivalent or non-*  
6 *virgin redwood equivalent, as the case may be.*

7 **SEC. 12I.4. PURCHASE OR OTHER ACQUISITION OF COMMODITIES.**

8 (a) *Prohibited Transactions.*

9 (1) *The City and County shall not purchase or obtain for any purpose any tropical*  
10 *hardwoods, tropical hardwood wood products, virgin redwood or virgin redwood wood products,*  
11 *wholesale or retail, in any form.*

12 (b) *Exceptions. This Section 12I.4 shall not apply to:*

13 (1) *With respect to tropical hardwood and tropical hardwood wood products, any*  
14 *contract entered into prior to December 6, 1990; or*

15 (2) *With respect to virgin redwood and virgin redwood wood products, any contract*  
16 *entered into prior to September 1, 1997; or*

17 (3) *The purchase of any tropical hardwood or tropical hardwood product for which*  
18 *there is no acceptable non-tropical hardwood equivalent; or*

19 (4) *The purchase of any virgin redwood or virgin redwood wood product for which*  
20 *there is no acceptable non-virgin redwood equivalent; or*

21 (5) *Where the contracting officer finds that no person or entity doing business in the*  
22 *City and County is capable of providing acceptable non-tropical hardwood equivalents or non-virgin*  
23 *redwood equivalents, as the case may be, sufficient to meet the City's contract requirements; or*

24 (6) *Where the inclusion or application of such provisions will violate or be*  
25 *inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the State*

1 of California or the United States or the instructions of an authorized representative of any such  
2 agency with respect to any such grant, subvention or contract.

3 **SEC. 12I.5. CONTRACT CONDITIONS.**

4 (a) All contracts involving wood or wood products entered into by any department of  
5 the City and County shall include as a material condition to that contract the following paragraph in  
6 the contract:

7 "Except as expressly permitted by the application of Sections 12I.3.b and 12I.4.b of the  
8 San Francisco Administrative Code, Contractor shall not provide any items to the City in performance  
9 of this contract which are tropical hardwoods, tropical hardwood wood products, virgin redwood or  
10 virgin redwood wood products."

11 (b) Every contract shall also contain a statement urging companies not to import,  
12 purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product,  
13 virgin redwood or virgin redwood wood product. This Subsection (b) shall not apply to contracts with  
14 public entities for the provision of water or power and related services.

15 **SEC. 12I.6. RULES AND REGULATIONS.**

16 (a) The Purchaser shall promulgate any rules and regulations necessary or  
17 appropriate to carry out the purposes and requirements of this ordinance. Each department, board and  
18 commission of the City and County shall cooperate with, and provide in writing to, the Purchaser, all  
19 information necessary for the Purchaser to promulgate such rules and regulations.

20 (b) All contracts shall incorporate this Article by reference whenever applicable and  
21 shall provide that the failure of any bidder or contractor to comply with any of its requirements shall be  
22 deemed a material breach of contract.

23 **SEC. 12I.7. PUBLIC RECORDS.**

1           Any and all documents and reports prepared pursuant to the requirements of this  
2 ordinance shall be made available for public inspection upon proper request, except those prepared for  
3 purposes of litigation.

4           SEC. 12I.8. PENALTY.

5           (a)     Whenever any department of the City and County discovers, after an  
6 investigation by the contracting officer and the City Attorney, that a person or entity being considered  
7 for a contract or under contract with the City and County has, in connection with the bidding,  
8 execution or performance of any City contract (1) falsely represented to the City and County the nature  
9 or character of the wood products offered, used or supplied under the contract, or (2) provided the City  
10 with tropical hardwood, tropical hardwood wood products, virgin redwood or virgin redwood wood  
11 products in violation of this ordinance, the rules and regulations adopted pursuant to this ordinance, or  
12 contract provisions pertaining to the prohibition against the use or purchase of tropical hardwood,  
13 tropical hardwood wood products, virgin redwood or virgin redwood wood products, the contracting  
14 officer shall have the authority to impose such sanctions or take such other actions as are designed to  
15 ensure compliance with the provisions of this ordinance which shall include, but are not limited to:

16           (1)     Refusal to certify the award of a contract;

17           (2)     Suspension of a contract;

18           (3)     Ordering the withholding of funds due the contractor under any contract with the  
19 City and County;

20           (4)     Ordering the revision of a contract based upon a material breach of contract  
21 provisions or pertaining to representations made in bidding, execution or performance of the contract;

22           (5)     Disqualification of a bidder or contractor from eligibility for providing  
23 commodities or services to the City and County for a period not to exceed five years, with a right to  
24 review and reconsideration by the contracting City office or department after two years upon a  
25 showing of corrective action indicating violations are not likely to reoccur.

1           (b)     All contracts shall provide that in the event any bidder or contractor fails to  
2     comply in good faith with any of the provisions of this Article the bidder or contractor shall be liable  
3     for liquidated damages in an amount equal to the bidder's or contractor's net profit under the contract,  
4     or five percent of the total amount of the contract dollars whichever is greatest. All contracts shall also  
5     contain a provision whereby the bidder or contractor acknowledges and agrees that the liquidated  
6     damages assessed shall be payable to the City and County upon demand and may be set off against any  
7     monies due to the bidder or contractor from any contract with the City and County of San Francisco.

8           SEC. 12I.9. [RESERVED]

9           SEC. 12I.10. IMPLEMENTATION REPORTS.

10           The Purchaser shall provide written reports on the implementation of this ordinance to  
11     the Board of Supervisors (1) at the first Board of Supervisors meeting held six months after this Article  
12     has taken effect; and (2) semiannually thereafter. Each department, board and commission of the City  
13     and County shall cooperate with, and provide in writing to, the Purchaser, whichever is appropriate,  
14     all information necessary for the Purchaser to prepare such reports.

15           SEC. 12I.11. SEVERABILITY.

16           If any section, subsection, clause, phrase or portion of this Article is for any reason held  
17     invalid or unconstitutional by any court or federal or State agency of competent jurisdiction, such  
18     portion shall be deemed a separate, distinct and independent provision and such holding shall not  
19     affect the validity of the remaining portions thereof.

20  
21     APPROVED AS TO FORM:

22     LOUISE H. RENNE, City Attorney

23     By: 

24           \_\_\_\_\_  
25     Rona H. Sandler  
       Deputy City Attorney



# City and County of San Francisco

City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4689

## Tails Ordinance

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**File Number:** 010010

**Date Passed:**

Ordinance amending San Francisco Administrative Code by reenacting Chapter 12I which prohibits the City from using, requisitioning or purchasing any tropical hardwoods, tropical hardwood products, virgin redwood, or virgin redwood products.

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February 26, 2001 Board of Supervisors — PASSED, ON FIRST READING

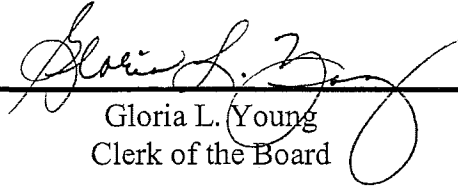
Ayes: 11 - Ammiano, Daly, Gonzalez, Hall, Maxwell, McGoldrick, Leno, Newsom, Peskin, Sandoval, Yee

March 5, 2001 Board of Supervisors — FINALLY PASSED

Ayes: 11 - Ammiano, Daly, Gonzalez, Hall, Leno, Maxwell, McGoldrick, Newsom, Peskin, Sandoval, Yee

File No. 010010

I hereby certify that the foregoing Ordinance was FINALLY PASSED on March 5, 2001 by the Board of Supervisors of the City and County of San Francisco.

  
Gloria L. Young  
Clerk of the Board

MAR 16 2001 EC  
~~MAR 16 2001~~  
Date Approved

  
Mayor Willie L. Brown Jr.