



Title: King County Procurement of Architecture, Engineering, and Professional Services

Affected Agencies: All agencies procuring architecture/engineering/professional services

Authorities: King County Code, Revised Code of Washington

Keywords: procurement, capital projects, architectural, engineering, professional services

Sponsoring Agency: Department of Executive Services, Finance and Business Operations Division

Type of Action: Supersedes

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CON 7-13-1 (AEP), May 25, 2009

CON 7-18 (AEP), March 1, 2014

CON 7-20 (AEP), February 6, 2015

CON 7-25 (AEP), January 11, 2021

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Executive signature:

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Date signed and effective:

I. Purpose

The purpose of this policy is to:

- A. Establish policies for the procurement and administration of King County architectural, engineering, and professional services contracts, amendments, individual work orders, and contract compliance.
- B. Ensure appropriate oversight, delegation of activities, documentation, and project controls are in place to support the completion of efficient, quality capital projects that prudently and equitably expend public funds.
- C. Establish adequate controls by delegating decision-making authority and responsibilities to specific parties.

II. Applicability and Audience

- A. This policy only applies to architectural, engineering, and non-A&E professional services contracts and amendments executed after the effective date of this policy. This policy does not apply to the procurement of goods and services, construction, or alternative public works contracts.
- B. This policy applies to the Administrative Offices and Executive Departments supervised by the King County Executive. The audience may also include any King County non-Executive Branch Departments adopting this policy. See CON 7-27 King County Procurement for general procurement guidelines.

III. Definitions

“AD” is an abbreviation for Agency Director or designee.

“A&E” Architecture and engineering.

“AEP” means architectural, engineering, and non-A&E professional services rendered by any person, other than as an employee of the County, contracted to perform activities within the scope of work which encompass planning, design, pre-construction, and construction management services.

"AEP Work Order Contract" means an agreement that allows the County and Consultant to complete multiple projects without having to re-negotiate the basic terms and conditions. The actual work is implemented with the negotiation and execution of Individual Work Orders.

“AEP Procurement & Contracting Guide” refers to the documented procedures and guidelines for defining and implementing the procurement policies related to architectural, engineering, and non-A&E professional services. The guide is maintained by Procurement & Payables and takes precedence over Agency and/or department procurement policy and procedures.

“Agency” refers to the implementing agency (i.e., executive department, division, section, unit, or work group) responsible for administering contracts it has executed.

“Agreement” means a mutually binding legal relationship or any modification obligating a person, firm, corporation, or partnership to provide tangible personal property, services, professional or technical services, or public work to the County, or to lease or license for the possession or use of real property by the County, and that obligates the County to provide payment in return. The Agreement constitutes the entire Contract between the County and the external party for performance of the service or work. Agreement may be interchanged with “Contract.”

“Alternative Public Works (APW)” means the design-build, general contractor construction manager (GCCM), and job order contracting (JOC) procedures authorized in RCW 39.10.300, 39.10.340, and 39.10.420, respectively.

“Amendment” refers to a legal document used to modify the Contract between the County and the Consultant. Execution of an Amendment must occur prior to the expiration of the Contract being amended.

“Award” means notification by the County to the most qualified, top ranked firm with whom the County will enter contract negotiations.

“Business Development and Contract Compliance (BDCC)” is a section in the Finance Business Operations Division. BDCC administers the county’s local and federal small business programs, priority hire and apprenticeship programs, including the master community workforce agreement for capital construction projects and the Small Contract and Supplier (SCS) certification.

“CPMWG” refers to Capital Projects Management Work Group as established by executive order CIP 8-5-EO.

“Capital Project” refers to a project with a scope of work that involves one or more of the following elements, all related to a capital asset: acquisition of either a site and/or existing structure; program or site master planning; design and environmental analysis; information technology investment; construction; major equipment acquisition; reconstruction; demolition; or alteration or renovation. A Capital Project shall include the following elements: capital appropriation form; a project management plan, scope, budget, and schedule. A Capital Project may be part of a larger program and may include multiple contracts of varying types.

“Certified Firm” means a business that has been certified by King County Business Development and Contract Compliance (BDCC) as a Small Contractor or Supplier (SCS), or by the Washington State Office of Minority and Women’s Business Enterprises (OMWBE) as a Combination Business Enterprise (CBE), Minority Business Enterprise (MBE), Women’s Business Enterprise (WBE), Minority Women’s Business Enterprise (MWBE), Disadvantaged Business Enterprise (DBE), or Small Business Enterprise (SBE).

“Changes” refers to a legal document used to modify an Individual Work Order between the County and the Consultant. Execution of a Change must occur prior to the expiration of the Individual Work Order being changed.

“Chief Procurement Officer (CPO)” is the officer in charge of the Procurement & Payables Section within the Department of Executive Services, Finance and Business Operations Division.

“Consultant” means any person or persons, firm, partnership, corporation, or combination thereof, including a vendor or a supplier, who submits a proposal, and enters a Contract with the County.

“Contract” means a mutually binding legal relationship or any modification obligating a person, firm, corporation, or partnership to provide tangible personal property, services, professional or technical services, or public work to the County, or to lease or license for the possession or use of real property by the County, and that obligates the County to provide payment in return. The Contract constitutes the entire Agreement between the County and the external party for performance of the service or work. Contract may be interchanged with “Agreement.”

“Contract Administration” refers to duties including contract oversight, estimating, scheduling, cost controls, compliance review of progress payments, Amendments, Changes, record maintenance, and Contract Closeout.

“Contract Closeout” refers to the process the Agency initiates for closing the Contract after all work is satisfactorily completed and/or services have been provided, and all payments have been made.

“Contract Purchase Agreement” or “CPA” refers to the Oracle agreement number which identifies funds spent and available on any given contract.

“County” refers to King County throughout this policy.

“Cost/Price Analysis” is a method used to evaluate the reasonableness of individual cost elements when certified cost or pricing data are required.

“Cost Plus Fixed Fee” is a contract type that pays the Consultant a Fixed Fee established during contract negotiations. The Fixed Fee does not vary with actual cost but may be adjusted as a result of changes in the work implemented through an Amendment.

“Estimate” refers to the projected cost of all contract elements and/or effort to establish the estimated price in the solicitation documents.

“Execution” means a fully binding Contract, Individual Work Order, Amendment, or Work Order Change signed by both the Consultant and the County, or a Unilateral Amendment.

“Executive” refers to the King County Executive or designee.

“Finance and Business Operations Divisions (FBOD)” is a division of the Department of Executive Services and includes Financial Management Section (FMS), Business Development and Contract Compliance (BDCC); Procurement & Payables (P&P) and Treasury Services.

“FIN PCO” refers to the FBOD Project Control Officer.

"Fixed Fee" refers to the fixed dollar amount or percentage of direct labor costs paid to a Consultant. Fixed Fee may be interchanged with "Profit".

"Individual Work Order" means a written agreement between the County and the Consultant to perform a defined Scope of Work, Schedule, and Total Price in accordance with the terms of the Work Order Contract.

"King County" or "County" refers to King County and can be used interchangeably.

"Non-A&E Professional Services" means services other than architectural or engineering that typically include but are not limited to construction management, material testing, financial and economic analyses, environmental planning, legal services, management consulting not related to A&E projects, media and public involvement, marketing services, research, scientific studies, appraisal services, real estate activities, and expert witness services for litigation.

"PCO" refers to a Project Control Officer, the County employee responsible for ensuring the Agency's compliance with applicable policies, procedures, laws, regulations, and contract requirements.

"P&P" refers to Procurement & Payables, which is part of the Finance and Business Operations Division within the Department of Executive Services.

"Professional Services" are defined as services rendered by any person, other than an employee of the Agency, within the scope of the general definition of professional practices in the following chapters of the Revised Code of Washington: RCW 18.08 (architects), RCW 18.43 (engineers and land surveyors), and RCW 18.96 (landscape architects). State licenses and certifications are required in these professions.

"Profit" refers to the fixed dollar amount or percentage of direct labor costs paid to a Consultant. Profit may be interchanged with "Fixed Fee".

"Project" for the purposes of this policy means the Scope of Work issued under the specific Contract or Work Order.

"Project Manager (PM)" refers to the King County employee responsible for the planning, design, implementation, and closing of assigned Capital Projects.

"Project Representative (PR)" refers to the County employee responsible for Contract Administration and representing the County during interactions with Consultants after Contract Execution.

"Proposal" means a submittal in response to a request from the County as outlined in the Request for Proposals.

"Proposer" means a person, firm, partnership, corporation, or combination thereof that formally submits a proposal to the County in response to a Request for Proposals or Requests for Qualifications issued by the County.

"Roster" is a procurement method for architectural, engineering, or professional services that has an estimated value of \$1,000,000 or less and solicits only Certified Firms.

"Scope of Work (SOW)" refers to the work as described when the work was procured, including work not specifically identified or defined in the scope but which is incidental to and/or needs to be performed to complete the SOW. SOW also includes work added by Amendments.

“Solicitation” means a formal process for advertising and receiving competitive proposals for the purposes of awarding a Contract.

“Total Price” means a mutually agreed upon total amount that the County pays to a Consultant upon completion of the Contract, in accordance with terms and conditions of the Contract.

“Work” is a general term that refers to all activities required by the Contract Documents and includes all labor, materials, equipment, and supplies necessary to fulfill the Consultant’s obligations under the Contract.

IV. Policy

A. Precedence

1. This policy and its revision shall take precedence over Agency, CPMWG, and/or department specific procurement policies, procedures, best practices, and standard work.
2. Contract terms and conditions shall take precedence over this policy. Upon discovery of a conflict between contract terms and conditions, the Agency will report the conflict in writing to the FIN PCO for determination on how to proceed.

B. Rules for Procuring AEP Contracts

1. P&P shall provide centralized procurement services for the procurement of architectural, engineering, and professional services contracts.
2. P&P shall establish and maintain procedures for planning, solicitation, evaluation, negotiation, execution, and post execution phases of the procurement process.
3. Procedures for contracting processes are contained in the AEP Procurement & Contracting Guide and shall be adhered to.
4. P&P shall collaborate with CPMWG to ensure contracting procedures are reviewed and training is provided on a regular basis.
5. P&P shall establish and maintain all procurement and contracting boilerplates, templates, and the AEP Procurement & Contracting Guide which includes procurement procedures, processes, guidelines, templates, and best practices that Agencies shall follow.
6. P&P shall determine the appropriate procurement method to complete the work based on the information provided by the Agency.
7. A qualification-based selection process shall be used to procure, and award architectural, engineering, and professional services contracts as described in RCW 39.80.

C. AEP Procurement Methods

1. Consultant Roster
 - a. Consultant roster RFPs are not advertised to the public, rather, approved Certified Firms are invited to propose on architectural, engineering, and professional services contracts that have an advertised value of \$1,000,000 or less for all phases.
2. Emergencies

- a. If the King County Executive proclaims an emergency in accordance with Chapter 12.52 (Emergency Powers), the requirements of Chapter 2.93 (Procurement) are waived to procure services as expeditiously as possible to address the emergency conditions. The signed Declaration of Emergency shall be provided to P&P and retained in the agency project file before execution of the contract. Emergency contracts only waive the procurement process; compliance with all other policies after contract execution is required.
3. Competitive Solicitation
 - b. A documented formal process providing an equal and open opportunity to proposers culminating in a selection based on predetermined criterion.
- D. AEP Contract Types
4. Project Specific Contract
 - c. Used for projects with a specific, defined scope of work and a not-to-exceed Total Price. These contracts can be single or multi-phased and contain a contract completion date and a project schedule.
 5. Work Order Contract
 - d. On-call contract used to complete multiple, discrete work elements where the exact disciplines required and/or the amount of work for each discipline have not been determined. Each Individual Work Order will be negotiated to define the scope, schedule, price, and level of Certified Firm participation.
 6. Project Specific Work Order Contract
 - e. Contract focused on a singular project or program to perform specific scopes of work, using Individual Work Orders. Each Individual Work Order will be negotiated to refine the scope, schedule, price, and level of Certified Firm participation.
- E. Selection and Award Process
1. P&P shall establish and administer the qualifications-based selection and award process including guidelines, templates, and best practices that Agencies shall follow. See the AEP Procurement & Contracting Guide for additional information.
- F. Cost/Price Analysis and Negotiations
1. All County, federal, and state funded AEP procurements shall have a Cost/Price Analysis completed by P&P.
 2. All procurements shall provide documented evidence of a negotiation process resulting in a fair and reasonable mutually agreed upon price. The Agency shall retain documentation of the Record of Negotiations in the procurement and contract files.
- G. Construction Management
1. All construction contracts estimated at \$15,000,000 or more shall retain a construction management firm. The construction management firm shall be independent from the firm that performs the design or engineering services during construction.
 2. Exception

- f. If the Agency can demonstrate that the construction can be effectively managed by County staff and remain consistent with best industry practices, the AD may request an exception to have the construction management services be performed by County staff. The FBOD Project Control Officer must approve the exception request.
- H. Notification of Upcoming Contracts
1. Agencies shall meet with P&P monthly to discuss planned Contracts for architectural, engineering, non-A&E professional services, or professional services for the next 12-18 months.
- I. Contract Administration
1. Amendments
 - a. All executed Amendments must be submitted to P&P and BDCC.
 - b. Only work related to the original SOW advertised in the RFP may be added via Amendment.
 - c. BDCC will review amendment Justification Form (when applicable)
 2. Individual Work Orders (WO)
 - a. Work Order Pro Equity Policy (Small Business Utilization): Individual Work Orders valued at or over \$150,000 shall follow the procedures outlined in King County Code 2.97 and shall be reviewed by BDCC prior to execution.
 - b. Consideration of Other Procurement Methods: For an individual work order estimated near or that carries the risk of exceeding \$500,000, the Agency shall consider other methods of procurement, including the King County Consultant Roster.
 - c. Term Limit: Only an executed Work Order Change or written directive from the Project Representative or designee can extend the Work Order Period of Performance in accordance with the contract terms and conditions.
 3. Project Specific Work Order Contracts
 4. Work Order Pro Equity Policy (Small Business Utilization): Individual Work Orders valued at or over \$150,000 shall follow the procedures outlined in King County Code 2.97 and shall be reviewed by BDCC prior to execution.
 - a. Based on the nature of a Project Specific Work Order Contract and the justification that is required at the time of advertisement, there is no requirement for consideration of other procurement methods at the individual work order level.
- J. Contract and CPA Closeout
1. AEP Contract Closeout
 - a. Agency is responsible for AEP Contract Closeout and shall follow the procedures outlined in the AEP Procurement & Contracting Guide.
 - b. Each Agency shall include Contract Closeout procedures in its Agency PM, CM Manual, or tool designated by the Agency for capturing such procedures.
 - c. Each Agency is responsible for establishing procedures to ensure coordination with BDCC to determine the Consultant's compliance with all established Certified Firm participation and reporting requirements.

K. Compliance for AEP Services

1. All Projects and corresponding documentation, including AEP Contracts, are subject to internal review and annual reporting to King County Council by the FIN PCO or designee.
2. Types of PCO
 - a. The Agency PCO is appointed by a Department Director within each Agency responsible for capital project compliance.
 - b. The FIN PCO is the designated King County Project Control Officer per King County Code 4A.100.100.
3. PCO Responsibilities
 - a. The PCO reviews projects and corresponding documentation for compliance with policies, procedures (e.g., manuals including tools), and standard work; assists project teams in developing the most effective and practical approach to comply with policies; and answers questions regarding the application of the policies, as needed. The PCO shall be responsible for monitoring contracts for compliance with the contract terms and applicable policies.
4. Role of Agency PCO
 - a. Compliance: The Agency PCO develops a process for compliance for Project Representatives to follow; reviews Project Specific, Work Order Contracts, and Project Specific Work Order Contracts for compliance with the contract terms, policies, and manuals; reviews the approach and the planned control processes with Project Representatives; develops trainings, and reports to management on adherence with the above. When necessary, the Agency PCO shall escalate the review to the FIN PCO as needed.
 - b. Separation of Project Representative (PR) and PCO Functions. To ensure independent review of Project compliance with the Executive Policies, the Agency PCO must be segregated from the PR function and report to at least one level above the Project Representative.
 - c. Documentation. The Agency PCO shall conduct and document compliance reviews or file reviews to ensure Contract terms, Project Management and/or Construction Management Manuals, and policies are adhered to.
5. Role of FIN PCO
 - a. Agency Review and Training
 - i. The FIN PCO shall be responsible for reviewing and updating the AEP Procurement & Contracting Guide as it pertains to compliance information for use by all Agencies.
 - ii. The FIN PCO shall recommend and conduct additional training for Agency staff (namely Project Representatives, Project Managers, Contract Specialists, and Agency PCO).
 - iii. The FIN PCO shall provide training to all Agency PCOs to ensure consistency in the PCO function. Agency PCO, together with FIN PCO, will be responsible for training project management personnel to ensure consistency in policy interpretation.

- b. Annual Compliance Review. The FIN PCO shall review Agency Projects, Contracts, and processes for compliance with the policies on an annual basis. this review shall form the basis of the Annual Report to Council (King County Code 4A.100.100).
 - c. Review Performance of Agency PCOs. The FIN PCO will periodically review the performance of Agency PCOs to ensure that the PCO function is being consistently applied. If the Agency PCO is not adequately performing the PCO function, the FIN PCO:
 - i. Will notify the AD
 - ii. May review past projects on which the Agency PCO was assigned and
 - iii. May recommend further training for Agency PCO.
6. AEP PCO Review
- a. AEP Contract, Amendment Review by PCO. The assigned PCO shall review qualifying Contracts and Amendments based upon the defined thresholds in the AEP Procurement & Contracting Guide.
 - b. Work Order Contract Reporting. Agencies shall provide the FIN PCO with a quarterly report that lists each active Work Order Contract and Individual Work Order history.

V. Implementation Plan

- A. This policy becomes effective for Executive Branch agencies on the date that it is signed by the Executive. The Department of Executive Services is responsible for implementation of this policy.
- B. The Department of Executive Services, Finance and Business Operations Division is responsible for communicating this policy to the management structure of all Administrative Offices and Executive Departments supervised by the King County Executive, as well as any King County non-Executive Branch Departments adopting this policy.
- C. Agency Directors are responsible for ensuring that their staff follow this procurement administrative policy.

VI. Maintenance

- A. This policy will be maintained by Department of Executive Services, Finance and Business Operations Division or its successor agency.
- B. This policy will automatically expire five (5) years after its effective date. A new, revised, or renewed policy will be initiated prior to the expiration date by the Department of Executive Services, Finance and Business Operations Department or its successor agency.

VII. Consequences for Noncompliance

- A. Agencies not in compliance with this policy shall submit an Unauthorized Act letter of justification and remediation plan signed by the Department Director or designee to the Chief Procurement Officer for review and action.

- B. The Chief Procurement Officer will meet with Department Director or designee on an as needed basis to review all noncompliance letters and to ensure that resources are available to ensure compliance in the future.
- C. Consequences for noncompliance with federal funding regulations: If an auditing authority finds a grantee Agency to be in violation of federal procurement policies, the federal granting authority may no longer grant funds to that Agency, or the Agency may have to pay back all disallowed costs or both.

Appendices: N/A