

**CITY OF MERCER ISLAND**  
**COMMUNITY PLANNING & DEVELOPMENT**  
 9611 SE 36TH STREET MERCER ISLAND, WA 98040  
 PHONE: 206.275.7605  
[www.mercerisland.gov](http://www.mercerisland.gov)  
[www.mybuildingpermit.com](http://www.mybuildingpermit.com)



**CITY USE ONLY**

PERMIT #	REFERENCE #	TYPE
		<input type="checkbox"/> Type A
Amount Due		<input type="checkbox"/> Type B
		<input type="checkbox"/> Type C
Date Received		<input type="checkbox"/> Misc.

**Right-of-Way Use Permit Application**

Approved By: \_\_\_\_\_

Applicant/Contact: _____	Phone: _____
Job Address: _____	Email: _____
Contractor doing work: _____	Phone: _____
Contractor Address: _____	MI Bus Lic #: _____ Exp: _____

Check all boxes that apply:  Underground in paved area  Underground in unpaved area  Material Delivery  
 Surface improvement (road paving, curbing, graveling, sidewalk, etc.)  Cutting pavement in ROW?

Please describe the nature of work below and indicate if there will be trenching or boring in roadway. Attach plans/sketch of work. Traffic Control Plan if applicable and indicate proposed work duration and schedule.

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**\*\*NOTE: PERMIT AND DRAWINGS MUST ACCOMPANY CONTRACTOR ON THE JOB\*\***

- ATTENTION:
1. INSPECTIONS ARE REQUIRED ON ALL PHASES OF WORK
  2. PLEASE CALL 206.275.7730, **BY 4 PM DAY PRIOR TO NEEDING INSPECTION OR TRAFFIC LANE RESTRICTIONS AND CLOSURES**
  3. CONTACT ALL UTILITY DEPARTMENTS BY CALLING **ONE CALL- 811, 48 HOURS PRIOR TO DIGGING**

**NOTICE TO APPLICATION:**

This permit becomes null and void if the work or construction authorized is not commenced within 180 days, or if work or construction is suspended or abandoned for 180 days at any time after work is commenced or if work is not completed within one year from the date of issue. All work shall be done in accordance with the approved plans, except where such approval is in conflict with other codes. The approved plans shall not be changed or modified without the prior approval of the City Engineer. It is the responsibility of the permittee to obtain the required inspections. Failure to notify this department that the work is ready for inspection may necessitate the removal of some of the construction materials at the owner's expense in order to perform such inspections.

In accepting this permit, the permittee, his successors, heirs and assigns agree to protect and hold harmless the City of Mercer Island from all claims, actions or damages of every kind and description which may accrue to be suffered by any persons, corporations or property by reason of the performance of the above described work, cost of materials and labor, character of materials used or manner of installation, maintenance and operation, and in case any such suit or action is brought against said City of Mercer Island or damage arising out of or by reason of any of the above causes, the grantee, his successors, heirs or assigns will upon notice to him or them of commencement of such action, defend the same at his or their own sole expense and will fully satisfy any judgement after the said suit or action shall have finally been determined if adverse to the City of Mercer Island.

Permittee agrees that it shall immediately notify the City Engineer should the Permittee discover any contaminated soil, sediment, ground water or other material while performing any work under this Permit in the Right of Way. Contaminated material or contamination refers to any hazardous substance, hazardous waste, or pollutant, as now or hereafter defined by applicable federal, state or local law or regulation, on or emanating from the Right of Way. Further, Permittee, its successors, heirs and assignees agree to be responsible for any costs, including but not limited to, costs of investigation, excavation, disposal, cleanup and worker protection, related to the Permittee's encountering or handling of contamination in the Right of Way while performing any work under this Permit. The Permittee shall comply with all applicable laws, regulations and City ordinances in handling, treating and disposing of contaminated materials, including worker safety and the disposal of Personal Protective Equipment. If the Permittee fails to timely perform work necessary to abate an environmental hazard or danger posed by such contamination and caused by the Permittee's acts or omissions, then the City may perform the necessary work, and the Permittee shall reimburse the City for all its costs related to such investigation and clean up.

The City Engineer may revoke, annul or terminate this permit if grantee fails to comply with any or all of its provisions, requirements or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given him or if the utility herein granted, is not installed or operated and maintained in conformity herewith or at all.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of the laws and ordinances governing this type of work will be met whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provision of any other State or local law regulating construction or performance of construction.

The Permittee agrees to prosecute the work with all diligence and speed, and complete same within **365** days of approval.

Applicant Name (please print)

Applicant Signature

Date:

S:CPD/FORMS/Current Forms/Permit Apps/ROWApplication

Updated- 7/2020