

**VILLAGE BOARD SPECIAL MEETING**

Monday, August 19, 2024

Regular Meeting began at 5:30 PM and ended at 5:55 PM

Meeting was held in person in the Village Board Room and was also available on zoom

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL FOR REGULAR MEETING:** Present, Mayor James Williams  
Trustees: Present, Trustee Brunette, Trustee Ryan, Trustee Scollin, and Trustee White.  
Staff also Present: Village Manager Bachana Tsiklauri and Village Clerk Amanda Hopf.

**PUBLIC COMMENT:**

Mark Wilson on Bill 129-2024

Keith Murphy process of EMS building project

Doug Haney on consideration of all possibilities for use of 33 Petrova

Ben Douglas with follow up on the issues with Wendel Contract

**ITEMS FOR BOARD ACTION:**

**Bill 129-2024 Resolution to authorize the Village Manager to approve a contract with plan2scan for 3D scan of existing facility at 33 Petrova**

A copy of the bill is attached and made part of these minutes

Chair Mayor Williams call for a motion

Motion: Scollin Second: Ryan

Roll Call: Brunette yes; Ryan yes; Scollin; yes; White yes; Williams yes.

**PUBLIC COMMENT SECTION:**

Mark Wilson disappointment with Board

**MOTION TO ADJOURN:**

Chair Mayor Williams called for a motion to adjourn

Motion: Scollin Second: Ryan

Roll Call: Brunette yes; Ryan yes; Scollin; yes; White yes; Williams yes.

**Business of the Village Board  
Village of Saranac Lake**

SUBJECT: 3D Scan Contract

Date: 08/19/2024

DEPT OF ORIGIN: Village Manager

Bill # 129-2024

DATE SUBMITTED: 8/7/2024

EXHIBITS: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
Village Administration

EXPENDITURE  
REQUIRED:

AMOUNT  
BUDGETED:

APPROPRIATION  
REQUIRED:

SUMMARY STATEMENT:

Resolution authorizing the Village Manager to execute contract with Scan2Plan for 3D scan of existing facility at 33 Petrova

MOVED BY: Scollin SECONDED BY: Ryan

VOTE ON ROLL CALL:

MAYOR WILLIAMS	<u>yes</u>
TRUSTEE RYAN	<u>yes</u>
TRUSTEE WHITE	<u>no</u>
TRUSTEE SCOLLIN	<u>yes</u>
TRUSTEE BRUNETTE	<u>no</u>

RESOLUTION TO AUTHORIZE THE VILLAGE MANAGER TO AUTHORIZE A CONTRACT WITH SCAN2PLAN FOR THE 3D SCAN OF EXISTING FACILITIES AT 33 PETROVA

WHEREAS, the Village of Saranac Lake Board of Trustees has established a capital reserve fund known as “the Public Safety Facilities Reserve Fund.” The purpose of which is to accumulate moneys to build and retrofit the existing police, fire, and/or public safety buildings, and,

WHEREAS, the supplemental services of the approved design services contract for 33 Petrova that the Village is responsible for are directly related to the Public Safety Facilities Project and qualifies for use of the reserve fund, and,

WHEREAS, the use of any funds from the Capital Reserve Fund is subject to Permissive Referendum, and,

WHEREAS, a 3D scan of the existing facilities is a supplemental service the Village is responsible for and is considered a professional service per the Village Purchasing Policy, and,

WHEREAS, it is being recommended that Plan2scan be awarded the contract for the 3D scan services at a cost of \$23,514.20.

THEREFORE, BE IT RESOLVED, the Village Board of Trustees hereby directs the Village Manager to execute a contract with Scan2Plan for 3D scan services for existing facilities at 33 Petrova funded by an expenditure not to exceed \$23,514.20 from the Emergency Services Building Capital Reserve Fund.

BE IT FURTHER RESOLVED, that the Village Clerk is authorized to make public notice for the intended use of the reserve subject to a Permissive Referendum.

BE IT FURTHER RESOLVED, that any unspent funds resulting from this expenditure be returned to the Public Safety Facilities Reserve Fund and any expenditure in excess of this resolution appropriation is subject to board approval and permissive referendum.



# Scan2Plan®

Focus on Design

188 1st St, Troy, NY 12180  
(518) 362-2403 / admin@scan2plan.io  
www.scan2plan.io

## - PROPOSAL -

# Laser Scanning & Building Documentation

## 33 Petrova Ave

## Saranac Lake, NY 12983.

## LoD 300

Scan2Plan, Inc., a Delaware corporation ("S2P") hereby proposes the following engagement to **Wendel Companies**. Use of the services offered by S2P ("the services") constitutes acceptance of this proposal dated **08/02/24**

# About Scan2Plan®

We began in 2018 with a simple goal of helping firms **focus on design**.

We're an on-demand LiDAR to BIM/CAD team that can model any building in weeks. This can be done within any scope, budget or schedule. We've scanned over 1,000 buildings (~10M sqft).

We use LiDAR scanners for 3D mapping with extreme accuracy. We deliver professionally drafted 3D BIM and 2D CAD for comprehensive existing conditions documentation. Our Point Cloud datasets serve as a verifiable single-source-of-truth for coordination and risk-mitigation across projects.



## Why Scan2Plan?

- Experienced, dedicated team of field techs, drafters (AutoCAD and Revit) and licensed engineers.
- We take the time to scope each project to suit your priorities.
- We use the finest precision tools to capture a point cloud with extreme accuracy.
- Drafted to Scan2Plan's rigorous design standards - your design phase begins upon delivery.
- We take a process driven approach with extensive quality control and team review.
- Exceptional support from real professionals.
- Scan2Plan has national and international coverage.
- We work on a wide range of projects from single family homes to large-scale commercial, industrial and infrastructure.

# The Project

## Overview

**Commercial Service** for the property located at 33 Petrova Ave, Saranac Lake, NY 12983 (1st floor and crawlspace).

## Scope of Work

- End-to-end project management and customer service
- LiDAR Scan - A scanning technician will capture the interior and exterior of the building.
- Registration - Point cloud data captured on-site will be registered, cleaned, and reviewed for quality assurance
- BIM Modeling - Revit model
- QA/QC - The entire project is redundantly reviewed and checked by our QC team and senior engineering staff

## Deliverables

- Total Square Footage Audit
- Revit Model - LoD 300
- Colorized Point Cloud including 360 images viewable in Autodesk Recap or Trimble ScanExplorer

## Timeline

Approximately 4 weeks from scan completion to delivery.

- ~ Week 1 - Point Cloud, Photo Documentation and Square Footage Audit
- ~ Week 4 - Revit Model

# Scan2Plan

188 1st St  
Troy, NY 12180 US  
admin@scan2plan.io



## Estimate

ADDRESS  
Kaitlin Chmura  
Wendel Companies

ESTIMATE 1446  
DATE 07/31/2024

	DESCRIPTION	QTY	RATE	AMOUNT
Scan2Plan Commercial - LoD 300	<p>Scan2Plan Commercial Service for the property located at 33 Petrova Ave, Saranac Lake, NY 12983.</p> <p>Scan2Plan will provide BIM existing conditions documentation for the 38,890 sqft first floor and crawl space of the building.</p> <p>Includes interior and exterior LiDAR point cloud capture, registration, modeling, QC and project management.</p> <p>Scanning and delivery times depend on the total area scanned and modeled.</p> <p>Deliverables include:</p> <ul style="list-style-type: none"><li>• Total Square Footage Audit</li><li>• Colorized Point Cloud (.rcp format)</li><li>• LoD 300 Revit Model</li></ul>	38,890	0.48	18,667.20
Scan2Plan Commercial - LoD 300	<p>Scan2Plan Commercial Service for the property located at 33 Petrova Ave, Saranac Lake, NY 12983. (ext only)</p> <p>Scan2Plan will provide BIM existing conditions documentation for the 24,235 sqft crawl space of the building.</p> <p>Includes interior and exterior LiDAR point cloud capture, registration, modeling, QC and project management.</p> <p>Scanning and delivery times depend on the total area scanned and modeled.</p> <p>Deliverables include:</p> <ul style="list-style-type: none"><li>• Total Square Footage Audit</li></ul>	24,235	0.20	4,847.00

- Colorized Point Cloud (.rcp format)
- LoD 300 Revit Model

---

TOTAL

**\$23,514.20**

Accepted By

Accepted Date



# Payment Terms

- The price estimate is based on a square footage estimate. The total cost of the project will be determined by the actual square footage scanned and modeled. We use the BOMA 'Gross Area Standard Method' and will send a square footage audit approximately one week after scan completion.
- 50% of the estimated cost will be due at the time of the client ("Client") engaging the Services.
- The first invoice will be for half of the estimated cost. The second invoice will be for the outstanding balance based on the total square footage scanned and modeled.

## Accepted Forms of Payment:

1. ACH (Preferred Method)
2. Check - Please mail check to Scan2Plan, 188 1st St., Troy, NY 12180

## Acknowledgement:

Client acknowledges receipt of and agrees to be bound by S2P's [General Terms and Conditions](#) dated **August 02, 2024** which are incorporated herein by reference.

In witness whereof the parties hereto have caused this agreement to be executed as of the date(s) written below.

Name *Vishwanath Bush*  
Company *Village of Sarawac Lake*

Vishwanath Bush  
Scan2Plan, Inc.

# Scan2Plan Capabilities

Scan2Plan is for: **Architects, Structural Engineers, MEP Engineers, Interior Designers, Property Managers, Owner/Operators, Landscape Architects, Civil Engineers.**

## Scan-to-BIM

- Architectural & Structural Existing Conditions Documentation.
- Deliverables:
  - Revit Model
  - Colorized Point Cloud
  - 360 Photo documentation
- Standard Options:
  - [LoD 200](#) (Approximate Geometry)
  - [LoD 300](#) (Accurate Geometry)
  - [LoD 350](#) (Precise Geometry)
- Level of Accuracy:
  - Point Cloud - 0" to 1/8"
  - Model - 0" to 1/2"
- Turnaround: 2-5 weeks (depending on scope)
- Pricing: is based on:
  - A) Type of Building/Structure
  - B) LoD Standard
  - C) Square Footage

## BIM to CAD Conversion

- Pristine CAD drawings converted from Revit Model.

## MEPF Modeling

- Any exposed Mechanical, Electrical, Plumbing and Fire Safety elements documented in BIM or CAD.

## Landscape

- Landscape, grounds, and urban spaces documented in BIM or CAD.
- Georeferencing and forestry optional.

## Matterport 3D Tour

- High resolution 360 photo documentation and virtual tour walkthrough. An excellent remote collaboration tool, easily shared and viewed on any mobile or desktop device.

## Paper to BIM or CAD

- Legacy 2D paper drawings converted to functional BIM or CAD documentation.

## Model Only / Point Cloud Only

- You work with our point cloud or we'll model from yours.

We support: **Revit, AutoCAD, Sketchup, Rhino, Vectorworks, Solidworks, Chief Architect, ArchiCAD, Civil 3D**, and others....

# The Scan2Plan Difference

## What to look for in a Scan-to-BIM partner.

In the evolving landscape of scanning and modeling, it's important to consider your options to find a service that aligns with your specific needs. Scan2Plan is committed to delivering quality and precision in this field. Here's a closer look at what sets us apart:

### • High-Quality Data for Superior Results

The accuracy of your models and drawings hinges on the quality of the underlying data. We capture all our point cloud data sets in full color, with significant overlap and redundancy. This thorough approach maximizes point cloud density, leading to more accurate and detailed models.

### • Precision with Terrestrial LiDAR

Different technologies like Drones, SLAM scanners, Solid State LiDAR, or Photogrammetry offer varied results. We have chosen high-end terrestrial LiDAR for its unparalleled accuracy. Using the [Trimble X7](#) scanner for every project, we guarantee consistent millimeter accuracy. Our process includes thorough validation of the Point Cloud, ensuring precision from 0" to 1/8".

### • Setting High Standards in BIM & CAD

Transparency in BIM & CAD standards is vital. Providers may offer different levels of detail (LoD) standards. We offer the highest standard of Levels of Development (LoD) [200](#), [300](#), and [350](#), for schematic and construction-ready documentation. Our Mechanical, Electrical, Plumbing, and Fire (MEPF) documentation consistently meets the highest standards.

### • The Human Touch in Modeling and Drafting

In an era where AI is prevalent, we take pride in our 100% manual approach to modeling and drafting. Our expert team meticulously translates data into detailed models and drawings, ensuring that every element is captured accurately..

### • Rigorous Quality Control for Trusted Accuracy

Earning your trust means delivering impeccably accurate documents. Our dedicated Quality Control team conducts multiple checks on every deliverable, ensuring they meet our high standards. This thorough process is our commitment to saving you time and resources in the long run.

### • Customized to Your Standards

We adapt to your specific needs from the start. Whether it's integrating your Revit Templates or CAD Standards, we ensure a seamless transition from our delivery to your design phase.

### • Dedicated Support & Revisions

Our commitment to your satisfaction extends beyond delivery. We offer comprehensive support, including demonstrations on using Point Cloud in Revit or AutoCAD, and we're always ready to make revisions until you're completely satisfied.

### • A Small, Specialized Team

Our small, dedicated team ensures consistent quality and personalized service. We focus on building strong client relationships, ensuring familiarity and consistency across projects.

### • Ready When You Are

The best ability is availability. Our scanning techs are typically available to be on-site within a week of a signed contract, offering flexible and responsive service across the Northeast and the Nation.

# Scan2Plan Terms & Conditions

## Responsibilities of Scan2Plan

Scan2Plan (referred to as "S2P") will assign a dedicated point of contact to each project. This designated representative will be consistently accessible to the client ("Client"). S2P retains the prerogative to modify the point of contact, with advance notice provided to the Client.

## Responsibilities of the Client

1. Compensation: The Client is obligated to compensate S2P in accordance with the payment terms outlined in the Proposal.
2. Designation of Representative: The Client may appoint an authorized representative with the capacity to act on its behalf. This representative may remain in consistent and prompt communication with S2P.
3. Cooperation with S2P: The Client is required to collaborate with S2P by:
  1. Providing comprehensive information about the conditions and requisites of the engaged project ("the Project").
  2. Responding to S2P's information and approval requests within a reasonable timeframe.

3. Diligently reviewing S2P's work to ensure accuracy and compliance with the Project's requirements. Any issues or concerns shall be promptly communicated to S2P.
4. Facilitating suitable coordination for on-site Project visits and other relevant matters.
4. Access for Scanning Technician: During the designated scanning period, the Scanning Technician necessitates unrestricted access to all relevant spaces, including rooms, floors, roof, closets, and more.
5. Client Preparation and Shoot Conditions: The Client shall ensure thorough preparation for the shoot, including:
  1. Adequate lighting and tidiness in shoot areas.
  2. Removal of clutter and excess furniture, ensuring well-lit and tidy spaces.
  3. Ensuring clear line of sight for the LiDAR scanners, which require unobstructed views of features to be documented.
  4. Acknowledgment that areas with poor visibility due to obstacles may need to be assumed in the documentation.
6. Timeliness and Shoot Readiness: The Scanning Technician may wait no more than 30 minutes for the Client and shoot area to be ready upon arrival on site. Delays beyond this period may incur a charge of \$150.00 per hour or portion thereof.
7. Access and Rescheduling: If the Scanning Technician cannot access a required scanning area, the shoot may be rescheduled, and the Client may be subject to a \$1,500.00 re-shoot fee.
8. Cancellation Policy:
  1. Cancellations made within 48 hours of the scheduled scanning start time may result in a \$450.00 cancellation fee, alongside compensation for nonrefundable expenses.
  2. Cancellations communicated over 48 hours prior to the scheduled scanning start time may not incur a cancellation

fee but may still involve charges for nonrefundable expenses (if applicable).

## Non-Solicitation

As a recognition of the substantial effort and resources invested by S2P in cultivating its expertise and training authorized service partners, the Client hereby agrees that throughout its association with S2P, and for a duration of at least two (2) years thereafter, the Client shall refrain, directly or indirectly, on behalf of itself or any other entity, from:

1. Initiating contact, solicitation, disruption, or any attempt to allure customers or potential customers away from S2P or its affiliated entities.
2. Inducing or endeavoring to induce any employee of S2P or its affiliated entities to terminate their employment, or engaging in any activity that could disrupt such employment relationships.
3. Encouraging or attempting to encourage any consultant or contractor currently engaged with S2P or its affiliated entities to discontinue their collaboration, or engaging in any conduct that may disrupt such working relationships.

## Property Rights

1. The Client acknowledges that these General Terms and Conditions, the Proposal, and any other agreement or disclosure of Confidential Information shall not be interpreted as conferring any license or right to the Client or its Affiliates concerning any of the disclosed Confidential Information.
2. With the exception of stipulations stated here, any work-product produced by S2P during the execution of the Services will continue to be the sole property of S2P. S2P retains the authority to charge any potential user, apart from the client, for utilizing such work-product or the final product mentioned below.

3. The final product slated for delivery to the Client will become the property of the Client upon full payment for the Services.

## Limitation of Liability

1. The Services, including those arranged by S2P from third-party providers on behalf of the Client, are provided without any form of warranty, whether explicit or implied. There is no assurance that these Services may fulfill the Client's requirements or expectations, or that they may be effective, accurate, or reliable.
2. All work-product produced by S2P during the provision of the Services is intended solely for the Client's use. S2P assumes no responsibility for the use of such work-product by any other individual or entity.
3. Topographic services are exclusively provided for design purposes. The documentation delivered is conceptual and not intended as a land survey.
4. To the fullest extent permitted by applicable law, neither S2P nor its Affiliates shall be held liable for:
  1. Indirect, incidental, punitive, special, consequential, or exemplary damages, or any form of loss arising from the Client's use of the Services, or from content, information, materials, or products made available through the Services.
  2. Damages exceeding the actual payment made by the Client for the Services.
  3. The provision or omission of BIM models, construction documents, or environmental, electrical, mechanical, or structural engineering services.
  4. Delays or circumstances beyond the reasonable control of S2P or its Affiliates.
  5. Inaccurate information supplied by the Client or reliable sources.

6. Project site conditions not communicated to S2P or its Affiliates.
7. Presence of hazardous materials or toxic substances at the Project site.
8. Specification of equipment or products for purposes consistent with the manufacturer's published literature.
9. Decisions made by others, encompassing equipment and materials.
10. Construction means, methods, techniques, sequences, or procedures.
11. Adherence to condition investigation or construction safety programs.
12. Timeliness or quality of contractor performance, or failure of any contractor to adhere to the Project's construction documents.
13. Actions or inactions of others, including consultants, utility companies, and governmental agencies.

## Warranties Regarding Drawings, Specifications, and Documents

S2P affirms and guarantees that the drawings, specifications, surveys, reports, recommendations, and other documents crafted for the client and/or owner as part of its services will be suitably comprehensive for their intended purposes, with the exception of any inadequacies attributable to imprecise survey control or data provided by the client, owner, or third parties on their behalf. S2P does not extend any assurances or warranties concerning such survey control or data. The client and/or owner acknowledges that S2P bears no responsibility for inaccuracies in said survey control or data. Unless S2P possesses verifiable knowledge of substantial inconsistencies, discrepancies, or omissions in the survey control or data, S2P is entitled to rely on the accuracy of the survey control or data provided by the client, owner, or



third parties acting on their behalf. S2P reliance on such information shall not breach the established standard of care for S2P. These terms and conditions, as well as any other agreement pertaining to S2P's services, do not impose any obligation on S2P to conduct inquiries or investigations into the accuracy of the survey control or data. This Agreement and any associated documents, reports, opinions, or otherwise, do not include or imply any other representation, express or implied, nor any warranty or guarantee.

## Indemnification

1. The Client undertakes to indemnify and hold harmless S2P and its Affiliates from any and all costs, losses, liabilities, expenses (including reasonable attorney fees), judgments, fines, and settlement payments actually and reasonably incurred in relation to third-party claims against S2P (collectively referred to as "Losses") arising from:
  1. Any action or omission by S2P or on its behalf within the scope of its duties under these General Terms and Conditions, the Proposal, or any other agreement with the Client, except when:
  2. The action or omission amounts to negligence, willful misconduct, or breach of fiduciary duty. In such cases, S2P may not be entitled to indemnification, or
  3. The Losses are covered by insurance.
4. Indemnification also extends to any action or omission involving negligence, willful misconduct, or breach of fiduciary duty by the Client or one of its Affiliates in connection with these General Terms and Conditions, the Proposal, or any other agreement with S2P.

## Governing Law

1. These General Terms and Conditions, along with the Proposal and any transactions envisaged by them, shall be subject to governance by, interpretation and construction in accordance with the laws of the State of New York. This application may be without regard to the choice-of-law principles of the state.
2. Any legal or equitable action seeking relief arising from or concerning these General Terms and Conditions, the Proposal, and any transactions envisaged by them shall exclusively be brought in the New York County Supreme Court or the US District Court for the Northern District of New York situated in Albany, New York.

## Modification of Terms and Conditions

S2P retains the right to modify these General Terms and Conditions periodically. As revisions come into effect, the Client acknowledges that continued utilization of S2P's services may signify consent to adhere to these revised terms upon receipt from S2P.

**TALK TO  
AN EXPERT**



(518) 362-2403 • 188 1st St, Troy, NY 12180

© Scan2Plan® Inc. 2022

[ABOUT](#) [PROJECTS](#) [CONTACT](#)