



**RESOLUTION OF THE GOVERNING BODY  
OF THE THREE AFFILIATED TRIBES  
OF THE FORT BERTHOLD INDIAN RESERVATION**

**A Resolution Entitled: *“Recognition of Award of Contract for the Display Design & Research Process for Exhibit Area of the MHA Nation Interpretive Center to Splitrock; Authorization for the Chairman to Execute Contract Agreement in the Amount of \$1,800,000.00.”***

**WHEREAS,** This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act and having adopted a Constitution and By-Laws pursuant to said Act; and

**WHEREAS,** The Constitution of the Three Affiliated Tribes generally authorizes and empowers the Tribal Business Council to engage in activities on behalf of an in the interest of the welfare and benefit of the Tribes and of the enrolled members thereof; and

**WHEREAS,** Article III of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council is the governing body of the Tribes; and

**WHEREAS,** Article VI, Section 5(l) of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council has the power to adopt resolutions regulating the procedure of the Tribal Business Council and other Tribal agencies; and

**WHEREAS,** Article VI, Section 5(c) of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council has the power to administer any funds or property within the exclusive control of the Tribes and to make expenditures from available Tribal funds for public purposes of the Tribes; and

**WHEREAS,** The Tribal Business Council has determined that it is in the best interests of the Tribe to undertake construction of a new MHA Interpretive Center (the “Project”); and

**WHEREAS,** The Tribe wishes for Split Rock to complete the display design and research for the exhibit area of the MHA Nation Interpretive Center.

**THEREFORE BE IT RESOLVED,** The Tribal Council hereby officially awards the contract to Split Rock, who will complete the display design and research for the exhibit area of the MHA Nation Interpretive Center; and

**BE IT FURTHER RESOLVED,** The Tribal Council hereby delegates authority to the Chairman to execute an appropriate, \$1,800,000.00 agreement with Split Rock for



the Project.


**CERTIFICATION**

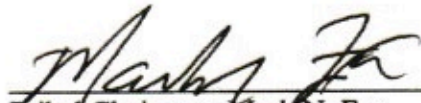
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Reservation, hereby certify that the Tribal Business Council is composed of 7 members of whom 5 constitute a quorum, 7 were present at a Regular Meeting thereof duly called, noticed, convened, and held on the day of May, 2017; that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of 6 members, 0 members opposed, 0 members abstained, 1 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman [ ] voting. [X] not voting.

Dated this <sup>June</sup> 23 day of ~~May~~, 2017.

**ATTEST:**

  
\_\_\_\_\_  
Tribal Secretary, Fred W. Fox  
Tribal Business Council  
Three Affiliated Tribes

  
\_\_\_\_\_  
Tribal Chairman, Mark N. Fox  
Tribal Business Council  
Three Affiliated Tribes

## AGREEMENT

THIS AGREEMENT is entered into this 3<sup>rd</sup> day of May, 2018 between MHA Interpretive Center, hereinafter referred to as "Owner," and Sommerville-Wilson, Inc. d/b/a Split Rock Studios, St. Paul, Minnesota, hereinafter referred to as "SRS."

Owner agrees to engage SRS, and SRS hereby accepts such engagement from Owner, to design, fabricate, and install MHA Interpretive Center Exhibits at 9386 Highway 23, New Town, ND 58763 as described in the "Scope of Work", Attachment "A", upon the following terms and conditions.

1. Schematic Design & Design Development

Schematic Design and Design Development shall be coordinated with the Owner as appropriate, and shall be completed pursuant to the "Project Schedule", Attachment "B". See Attachment "A" for scope of work.

Owner shall give prompt and thorough consideration to all designs, sketches, drawings, proposals, and specifications submitted to the Owner by SRS and shall inform SRS of its decisions within a reasonable time so as not to delay or interrupt the work and schedule of SRS.

2. Pre-Production, Production Shipping and Installation.

Upon approval by the Owner, SRS shall commence pre-production, then production of the Exhibit. The Exhibit shall include all components identified within approved line-item estimate at end of Design Development. Pre-production, production, installation will be supervised by SRS project managers and the lead builder, who may engage subcontractors as deemed necessary and appropriate. All Exhibit production work will be performed by SRS employees except as appropriate. Installation of the Exhibit as described in Attachment A shall be undertaken by SRS under the supervision of its own personnel.

Upon performance of the production and installation, SRS shall provide the Owner with a complete set of construction drawings, maintenance and cleaning instructions, and product information. Production and installation shall be completed in accordance with the "Project Schedule", Attachment "B", as modified during the project. See Attachment "A" for scope of work.

3. Title.

Title to all work and any materials incorporated therein shall pass to the Owner upon delivery to the Owner or upon payment, whichever occurs first. Title to partially completed work shall pass at the time of any payment by the Owner for the percentage of work completed as of the date of such payment. SRS shall, at the request of the Owner, execute such instruments as may be reasonably necessary to effectuate these terms.

4. Warranties.

SRS hereby provides warranties as follows:

- a. SRS warrants a one (1) year guaranty of workmanship from the date of substantial completion of installation for all exhibits and mechanical devices supplied as a part of this Agreement.
- b. SRS warrants that the materials and equipment furnished pursuant to this Agreement will be of high quality, free from defects, and new unless otherwise required or permitted, that the work will conform to the requirements of all contract documents, and will be of such quality so as to pass without objection by the museum community as fit for use as museum exhibits.
- c. SRS warrants that its services will be in compliance with the requirements of all regulatory authorities with jurisdiction to prescribe and enforce standards or regulations with respect to the project and with all applicable local, state, and federal laws, statutes, ordinances, codes, orders, rules, and regulations.
- d. SRS warrants that it will deliver any and all Exhibit work designed and fabricated pursuant to this Agreement in safe condition, and free of liens or encumbrances.

SRS warranties do not cover normal maintenance, cleaning, lubrication or normal wear and tear of the Exhibit, nor damage resulting from abuse, improper maintenance, or operation of the Exhibit by the Owner nor by casualty, vandalism, or conduct of unrelated third parties.

5. Price and Payment.

In consideration of services undertaken by SRS and described in this Agreement, Owner shall remit payment in the sum of \$1,700,000 exclusive of sales tax, allocable pursuant to the "Cost Breakdown" as set forth in Attachment "C" incorporated herein by reference.

Terms of Payment shall be as described in the "Payment Schedule" as set forth in Attachment "D." Payments shall be remitted by the Owner to SRS within 30 days of receipt of billing by the Owner. Further detail regarding pricing for this contract can be found in the "Cost Breakdown", Attachment "C". SRS certification for payment shall constitute a representation that the work has progressed to the point indicated, that to the best of knowledge, information, and belief, the quality of work is in accordance with contract documents, and that all lien waivers and certificates required have been furnished in proper form.

6. Late Payment.

The Parties agree that if the Owner fails to make any payments set forth in the contract, a late payment penalty will be charged at the rate of 1.5% per month, imposed immediately after payment is due.

7. Change Orders.

The Owner may request changes in the work after the production phase has begun, including deletions, additions, or revisions, which fall within the general scope of the Agreement. Upon consultation and mutual agreement by the parties, the contract price and completion schedule shall be adjusted accordingly and equitably. Change orders shall be memorialized by written form signed by authorized representatives of both parties. SRS shall have no authority to unilaterally initiate changes in the work after the production phase of the project has begun without prior approval of the Owner.

8. Termination.

The Owner shall allow commencement of design development, production, and installation phases contingent upon the Owner's approval of work submitted by SRS at the conclusion of each precedent phase. The Owner shall be authorized to terminate this Agreement at the end of any phase if the Owner determines for cause that approval should not be granted. In each instance, SRS shall be promptly compensated for all work performed and undertaken in performance of this Agreement and for its costs and expenses occasioned by such termination.

9. Project Coordination.

SRS shall incorporate and coordinate its work with that of any Architect and/or Builder, as appropriate, as designated by the Owner, and agrees to use its best efforts to cooperate and reasonably coordinate their activities with those of the Architect and/or Builder as necessary to effectuate completion of the project work.

10. Subcontractors.

SRS, at its option, may use one or more subcontractors to complete any of its production obligations under the Agreement. SRS shall submit the identity of any subcontractor to the Owner as requested by the Owner. SRS shall prepare all subcontracts or documents for subcontractor's use as necessary.

11. Relationship of Parties.

SRS shall be considered an independent contractor in connection with this Agreement and shall not be deemed an employee. SRS shall have the authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written consent.

12. Access to Site.

SRS shall be provided access to the site at intervals appropriate to the stage of installation and the status of the project work. The total number of visits to the site shall not be limited in number; it is the intention of the parties that SRS shall make as many such visits as are required to fulfill the responsibilities of SRS hereunder. The Owner shall take all reasonable precautions to provide work premises of a safe and sound condition with a minimization of hazards to life and property, and the Owner shall provide appropriate premises insurance and other indemnity for the protection of SRS, its personnel, and its contract work. During installations SRS anticipates working 12 hours a day and 7 days a week. Exhibit furniture installation including casework, graphics, AV, and artifacts will commence when the client has Certificate of Occupancy.

13. Project Delay.

The Owner shall discharge all responsibilities including progress review, access to site, delivery of approvals, timeliness of payment and related obligations, so as not to occasion delay to SRS. Any such delays shall extend the deadline for completion by a like period of time and potentially increase the contract sum commensurate with costs, expenses, and compensatory, consequential, and

economic damages, including, but not limited to, storage and transportation costs and fees, occasioned by such delay.

**14. Exclusivity of Obligations.**

SRS shall not obligate the Owner for the payment of any money or for the performance of any obligation without the Owner's prior written consent. The Owner shall have no contractual or employment relationship with any consultants, subcontractors, employees, or others who may be hired or used by SRS in performance of the work pursuant to this Agreement.

**15. Arbitration.**

The Owner and SRS agree that, in the event of any disputes concerning the performance of this Agreement and/or interpretation of its terms, and upon demand by either party hereto, any such dispute shall be submitted to arbitration in accordance with the American Arbitration Association at its offices in Minneapolis, Minnesota or elsewhere upon the mutual consent of the parties.

**16. Insurance.**

SRS shall procure and maintain appropriate insurance coverage in the form of commercial general liability, worker's compensation, employer's liability, and automobile public liability as appropriate. The Owner shall provide and maintain All Risk Builder's Risk Property Insurance for coverage upon the project site in structure in which SRS work is to be installed in an amount equal to 100% of the insurable value thereof. Any proceeds of such insurance shall be payable jointly to the Owner and SRS as their interests may appear. The Owner and SRS waive all rights against each other with respect to damage or casualty covered by such insurance, except for such rights as they may have to proceeds of the insurance.

**17. Representations of SRS.**

SRS represents to the Owner that it is not in default under any law or ordinance, or under any Order of any Court or federal, state, municipal, or other governmental department, commission, board, bureau, agency or instrumentality wherever located; its operations are in compliance with all applicable laws, permits, and ordinances, and there are no claims, actions, suits, or proceedings pending, or threatened, against or affecting SRS or any shareholder thereof, at law or in equity, or before any governmental agency, which might result in any material adverse change in the financial condition or business of SRS or which would question the validity of propriety of this Agreement or any of the actions to be taken in accordance with this Agreement.

18. Miscellaneous.

The Owner and SRS, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party to this Agreement with respect to all covenants of this Agreement. Neither party to this Agreement shall assign, sublet, or transfer (by operation of law or otherwise) any interest in this Agreement without the prior written consent of the other, nor shall SRS assign any monies due or to become due under this Agreement without the prior written consent of the Owner. Any assignments without such prior written consent shall be void.

19. Communication.

Day-to-day communications between SRS and Owner will be between Carrie Paulsen, SRS's Project Manager and Delphine Baker of MHA Interpretive Center.

20. Formal Approvals.

Contracts and/or written approvals shall be returned and signed in a timely manner by the Owner's representative, Delphine Baker.

21. Approvals.

Written approval, by the Owner, of design submittals, details, images, text, construction drawings and all other elements related to the services and deliverables being provided by SRS within the terms of this contract are required within ten (10) business days following each formal design phase (i.e. SD1, SD2, DD1, DD2, Pre-Production) submittal, unless otherwise negotiated between Owner and SRS. Failure to notify SRS in writing of any issues or complaints within the time periods provided herein shall be deemed an approval by the Client and SRS. Each graphic and construction drawing submittal will have an allowance of two reviews; subsequent reviews/submittals may be subject to additional costs.

22. Accounts Payable / Invoicing Information.

Company Name: MHA Nation Interpretive Center

Address: 404 Frontage Rd, New Town, ND 58763

Phone number: 701-421-1077

AP contact: Delphine Baker, Administrator



Email AP Contact: dbaker@mhanation.com

Can we email invoices:    X    YES        NO

**23. Complete Agreement.**

This Agreement represents the entire and integrated agreement between the Owner and SRS and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both the Owner and SRS.

WHEREFORE, the parties have executed this Agreement on the date above written.

**SOMMERVILLE-WILSON, INC.  
D/B/A SPLIT ROCK STUDIOS**

By: Craig Sommerville

Date: \_\_\_\_\_

Its: President

**MHA Interpretive Center OWNER**

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

Date: \_\_\_\_\_

Mark Fox  
MHA Nation Tribal Business Council

Chairman

Its: \_\_\_\_\_

## **Attachment "A"** **Scope of Work**

Split Rock Studios will provide Schematic Design, Design Development, Pre-Production and Production/Installation services for MHA Interpretive Center at 9386 Highway 23, New Town, ND 58763. We will warranty the finished exhibits for one year from the date of completion.

### **Design Kick-off Meeting**

#### **Travel to Site/Conduct Exhibit Planning Workshop**

1. Review work to date and review architectural space/existing drawings
2. Discuss goals, objectives, and existing themes; Review potential exhibit materials
3. Prioritize exhibit topics
4. Conduct content research/review content reference materials
5. Brainstorm exhibit approaches and ideas
6. Discuss interactives & AV; Address any staff concerns
7. Review overall project budget and budget concerns Identify team to review submittals (Design, Text, Image, Artifacts, Construction Drawings, Artistic Fabrication components)

Develop Project Brief: Current overview of project, including updated information and understandings; Analysis of all project goals in terms of their effect on the development and successful completion of the exhibit.

### **Schematic Design I**

Create SD I Report to include:

1. Preliminary gallery floor plans, traffic flow analysis;
2. Concept sketches of all major exhibit elements; Design approach;
3. Narrative Walk-through; Draft overview and content outline;
4. Preliminary matrix of key images and artifacts;
5. Propose AV and interactive descriptions;
6. Develop graphic approach;
7. Budget analysis for each gallery;
8. Detailed schedule for DD submittals (text, graphics, etc.), Production and Installation
9. Present/submit SD I Report

Client provides written consolidated comments

## **Schematic Design II**

Create SD II Report to include:

1. Scaled floor plans (exhibits, preliminary review of exhibit hall lighting, interior finishes, etc.) including individual exhibit areas & major elements identified
2. Sample elevations of key components
3. Introduce graphic approach to include color palette, fonts, hierarchy
4. Updated design approach
5. Updated overview and content outline
6. Updated narrative walk-through
7. Updated list of list of key images and artifacts
8. Updated AV and interactive descriptions
9. Text approach
10. Developed AV and interactive descriptions
11. Budget analysis
12. Updated schedule
13. Present/submit SD II Report

Client provides written consolidated comments

## **Design Development I**

Create DDI Report to include:

1. Detailed floor plans and elevations
2. Detailed exhibit elevations/scale drawings of all exhibit components
3. Exhibit materials, color choices, and finishes
4. Revised graphic approach (graphic templates for each type of graphic)
5. Written materials:
  - i. Detailed exhibit and content outline, including descriptions of all components and text intent with headlines and draft images identified
  - ii. Sample text
  - iii. Updated working artifact matrix
  - iv. Updated working image matrix
6. Preliminary treatments for all audiovisual and interactive elements
7. Updated cost proposal
8. Updated schedule
9. Architectural modifications: Coordination with client regarding exhibits and building infrastructure
10. Present/submit DD I Report

Client provides written consolidated comments

## Design Development II

Create DDI Report to include:

1. Final detailed floor plan
2. Final exhibit elevations/scale drawings of all exhibit components clearly indicating design, construction techniques, finishes, etc.
3. Final exhibit materials, color choices and finishes board
4. Final graphic approach (graphic templates)
5. Final written materials:
  - i. Detailed exhibit and content outline, including descriptions of all components
  - ii. Draft final text
  - iii. Updated artifact matrix
  - iv. Finalized image matrix
6. Complete art reference package to show artistic style/intent
7. Final treatments for all audiovisual and interactive elements
8. Final cost proposal for production and installation of designed exhibits
9. Updated schedule for the completion of Pre-Production, Production and Installation
10. Architectural modifications: Coordination with client regarding exhibits and building infrastructure
11. Present/submit DDII Report

Client provides written consolidated comments

## Pre-Production

1. Complete all design and content revisions required for production.
2. Detailed production and installation schedule
3. Inspect exhibit space and document any problems affecting exhibit installation
4. Graphic production files and generate printed proofs; inspect for content errors and technical quality
5. Production color and material samples
6. Shop drawings with production details for all exhibit structures including technical specifications
7. Audiovisual technical drawings
8. Create any required prototypes or mock-ups
9. Updated schedule for Production and Installation
10. Development of specialty items

## **Production**

1. Output and mount final production graphics
2. Fabricate all elements based on approved design and/or construction drawings, including artifact cases, panels, walls, platforms, information desks, benches, audiovisual kiosks, etc.
3. Fabricate custom elements such as natural history models, topographic maps, cast human figures, taxidermy, and mechanical interactive exhibits with exhibit structures.
4. Fabricate custom artifact mounting hardware, if necessary
5. Provide exhibits for shipment to site
6. As needed, make ongoing submittals during production to keep client apprised of progress and to gain approval for elements that are developed during this phase.
7. AV and interactive programs move into production (filming) and post-production in this phase
8. Acquire audiovisual hardware; install AV software; test system operation
9. Progress photos of exhibits during production
10. Perform ongoing supervision of subcontractors
11. Host site visits at SRS for on-site review meetings by client
12. Perform ongoing coordination for building modifications with client, architect and GC through drawings, meetings, discussions, templates, etc.

## **Installation**

1. Finish any remaining, minor building prep work
2. Deliver exhibits. Set up staging area for unloaded exhibit elements
3. Project Manager and Designer provide on-site art direction as required
4. Install all large structures, such as platforms, walls, cases, large graphic panels, and murals
5. Install smaller graphics, AV equipment, models, interactive exhibits
6. Clean work site of debris and dust, clean artifact cases, install artifacts, perform all other conservation requirements, and seal cases
7. Aim and adjust lighting fixtures
8. Walk-through inspection of completed exhibits
9. Develop punch-list
10. Supply maintenance manual and train staff in exhibit operation and maintenance
11. Correct punch-list items

## Close-out Warranty

1. Contractor submits closeout package including:
  - i. Warranty information from SRS
  - ii. Graphic production digital files
  - iii. "As-built" production drawings
  - iv. Final written materials]
  - v. Final copy of maintenance manuals

**Attachment "B"**  
**Project Schedule**

\*Subject to change\*

Schedule based on a signed contract by June 1, 2017

Kick-off Meeting	Week of June 5, 2017
SRS provides meeting notes (Project Brief)	1 Week After Meeting
<b>SCHEMATIC DESIGN PHASE</b>	<b>June 12, 2017 – October 23, 2017</b>
Schematic Design I Presentation *	Week of August 7, 2017
Client provides consolidated written comments	2 Weeks After Meeting
Schematic Design II Presentation *	Week of October 23, 2017
Client provides written comments, approval to proceed	2 Weeks After Meeting
<b>DESIGN DEVELOPMENT PHASE</b>	<b>October 23, 2017 – February 12, 2018</b>
Design Development I Presentation *	Week of December 18, 2017
Client provides consolidated written comments	2 Weeks After Meeting
Design Development II Presentation *	Week of February 12, 2018
Client provides written comments, approval to proceed	2 Weeks After Meeting
<b>PRODUCTION AND INSTALLTION PHASE</b>	<b>March 5, 2018 – October 19, 2018</b>
Pre-Production	March 5 – June 1, 2018
Client approves all graphic files for production	June 1, 2018
Production	June 4 – September 28, 2018
Installation	October 1 – 19, 2018

\* Owner receives package Monday of submittal week, presentation date to be determined

**Attachment "C"**  
**Cost Breakdown**

**MHA Interpretive Center**

1. Schematic Design	\$108,250
2. Design Development	\$207,250
3. Pre-Production & Production	\$1,344,500
4. Shipping and Installation	\$140,000
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5. Project Total	\$1,800,000

Clarifications and Exclusions

<sup>1</sup> *Final schedule of values will be provided at the end of the Design Development phase*



**Attachment "D"**  
**Payment Schedule**

SCHEMATIC DESIGN PHASE

- \$10,000 Down payment and completion of kick-off meeting
- \$49,125 Upon completion of Schematic Design I
- \$49,125 Upon presentation of Schematic Design II
- \$108,250 Total payment for Schematic Design

DESIGN DEVELOPMENT PHASE

- \$103,625 Upon completion of Design Development I
- \$103,625 Upon presentation of Design Development II
- \$207,250 Total payment for Design Development

- \$201,675 15% down payment upon start of pre-production

PRE-PRODUCTION, PRODUCTION, & INSTALLATION PHASE

Schedule of Values will be provided upon completion of Design Development.  
Pre-Production and production will be billed monthly upon percent complete.



62 **J.3: Billion Dollar Tribe**

Continuing past the J.2 JTAC panel and the J.4 Four Bears Bridge component, visitors see a large, freestanding wall that tells the story of various economic development initiatives undertaken by the MHA Nation over the last few decades. One side of the wall uses interpretive text and images to explain early efforts -- like the establishment of a motor lodge in the early 1970s -- that snared travelers and tourists on their way through the reservation. It then moves on to describe the creation of the Four Bears Casino in the 1990s, connecting cashflow and on-the-job training that helps explain the entrepreneurial spirit tribal leaders used to launch new initiatives once the Bakken oil boom started in the early 2000s. Together, all of this development has turned the MHA Nation into a "billion dollar tribe."

The reverse side of this wall offers a photo mural of the mosaic wall inside the Four Bears Casino.  
slotmachinesusa

63 **J.4: Four Bears Bridge**

As visitors continue from the J.3 JTAC story towards J.5 Billion Dollar Tribe, they encounter a large photo mural and topic panel focused on the Four Bears Bridge. Most visitors have probably driven over the Four Bears Bridge, but they probably don't realize what went into its construction. Interpretive text and photos describe the technology and engineering involved in its construction, as well as the fabrication that took place on the reservation. Just as the bridge itself connects two sides of Lake Sakakawea, the photo mural connections the JTAC era and the economic development era that had begun in the 1970s.

64 **J.5: Bakken Development (Deleted)**

Eliminated from scope

65 **J.6: VR: Then and Now**

After learning about economic development in areas J.3, J.4, and J.5, visitors come to an area where three yellow hard hats and goggles rest on posts before a graphic backdrop. The graphics explain that the oil and gas boom has fundamentally changed the physical environment of the Fort Berthold Reservation. Accompanying text encourages the visitor to put on one of the helmets to enjoy a virtual reality experience that will show them how the boom has reshaped the sensory experience on the Northern Plains.

66 **J.7: Maintaining Traditions: Family, Clans, & Societies**

As visitors conclude their tour, they are reminded that despite all of the changes they've seen over the course of the MHA Nation's history, cultural traditions are still strong in this community. A touchscreen interactive highlights various ways that community members maintain traditions today and lets visitors dive deeper into learning about clans and societies.

MHA- Three Affiliated Tribes  
9386 Highway 23  
New Town, ND 58763



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2071 Gateway Blvd.  
Arden Hills, MN 55112  
Phone: 651-631-2211  
Fax: 651-631-0707  
splitrockstudios.com

3-Aug-18

Estimate

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16	B.6: Community Mural	\$35,679
17	B.7: Sacred Landscape	\$25,534
18	C.1: Intro Panel	\$7,679
19	C.2: Reaching a Continent	\$29,104
20	C.3: A Universal Language	\$29,921
21	C.4: Here Come the Horses	\$7,133
22	C.5: Trade Mural	\$45,854
23	C.6: Value Interactive	\$7,478
24	C.7: MHA Explorers	\$9,844
25	D.1: Intro Panel	\$7,679
26	D.2: Shifting Alliances	\$20,237
27	D.3: Environmental and Economic Changes	\$3,967
28	D.4: Smallpox Devastation	\$48,034
29	D.5: Like-a-Fishhook Village	\$23,508
30	E.1: Intro Panel	\$7,679
31	E.2: 1851 Treaty Case	\$6,759
32	E.3: Allotment and Assimilation Graphic	\$3,408
33	E.4: Survival on the Northern Plains Graphic	\$4,170
34	E.5: Our Shrinking Homeland Interactive	\$44,883
35	F.1: Intro Panel	\$7,679
36	F.2: Buffalo Bird Woman's Garden	\$3,649
37	F.3: Gardening Through the Seasons	\$39,840
38	F.4: Food Management	\$6,195
39	F.5: Drying Stand	\$16,407
40	F.6: Nueta and Sahnish Traditions	\$3,970
41	G.1: Intro Panel	\$7,679
42	G.2: Going Visiting	\$25,021
43	G.3: The Big Lease	\$4,874
44	G.4: Military Service: World War I and World War II	\$52,894
45	G.5: Community Corral	\$19,834
46	G.6: Education	\$11,713
47	H.1: Intro Panel	\$7,679
48	H.2: Dam Spillway	\$22,872
49	H.3: Visualizing Resistance	\$8,326
50	H.4: Elbowoods Photo Mural	\$3,477
51	H.5: Flooding Photo Mural	\$1,633
52	H.6: Construction and Flooding	\$10,805
53	H.7: Moving Homes	\$4,633
54	H.8: Reflecting on the Dam	\$2,707
55	I.1: Intro Panel	\$7,679

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3-Aug-18  
Estimate

## Description

Re: MHA Interpretive Center Exhibits DDI

Split Rock Studios proposes to furnish the following:

### 1 Schematic Design I

- Start-Up Meeting
- Preliminary floor plan with traffic flow analysis
- Preliminary exhibit sketches
- Narrative walk-through and design analysis
- Preliminary audiovisual and interactive descriptions
- Cost proposal estimated by square foot costs per area
- Graphic inspiration
- Schedule for remaining phases

### 2 Schematic Design II

- Scaled floor plan(s) including individual exhibit areas and major elements identified
- Introduce graphic approach: color palette, fonts, and text hierarchy
- Estimated cost of each area
- Updated schedule
- Present design package in person
- Preliminary Content Manual

### 3 Design Development I

- Updated floor plans and elevations
- Updated audiovisual, lighting, power/data, and interior finish plans
- Detailed Content Manual
- Material board and finish schedule
- Text intent with headlines and draft images identified
- Updated graphic approach with graphic templates for major graphic types
- Updated exhibit component list with descriptions
- Preliminary art reference package with artifact and image matrix
- Updated cost proposal

## MHA- Three Affiliated Tribes

9386 Highway 23

New Town, ND 58763



SPLIT ROCK  
STUDIOS

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3-Aug-18

Estimate

### 8 A.3: MHA Homeland Map and Base

The map will focus on the ancestral homelands of the Nueta, Hidatsa, and Sahnish peoples. It is landscape and waterscape oriented, giving the visitor a sense for how the open plains and riverbanks looked prior to the creation of roads, dams, and other modern infrastructure. The map sits on an oval, log construction base.

The map includes the MHA ancestral homelands; when visitors push a button, territory designated in the 1851 Fort Laramie Treaty is illuminated from below. When visitors push a button, the current Fort Berthold Reservation boundaries are illuminated.

### 9 A.4: Sitting Rabbit Map Mural

Flanking the entrance, a large graphic of Sitting Rabbit's Map helps visitors understand how MHA centered around the Missouri River. The river graphic wraps along the curved wall; a topic panel includes information about the Sitting Rabbit Map, explains that the graphic was created by stitching together the Sitting Rabbit images, and shares other key information about locations shown on the map. The interior of an earthlodge serves as the backdrop to the map, introducing visitors to this iconic cultural resource.

### 10 A.5: Missouri River Floor Treatment (GC Scope)

A prominent floor treatment (colored carpet) indicates the path of the Missouri River, drawing visitors into the exhibit. This floor treatment continues throughout Areas B, C, D, E, and F, ending in Area G. The "river" winds its way through the history of the MHA Nation, but is more stylized than realistic in shape to accommodate the exhibit floorplan.

### 11 B.1: Intro Panel

Moving beyond the A.4 Sitting Rabbit's map, visitors encounter a large, freestanding graphic panel that signals the shift into a new exhibit area. Interpretive text focuses on the diversity of the three tribes and the importance of these unique identities within a larger, unified community.

### 12 B.2: Archeology Discovery

Adjacent to B.1 Intro Panel, visitors can learn about how archaeological evidence helps tell the early story of the Nueta, Hidatsa, and Sahnish peoples. A large graphic panel highlights ancestral tribal groups and key sites like Double Ditch and Huff. Small vitrines stand off from the panel with archaeological artifacts (this depends upon the availability of artifacts from the State Historical Society of North Dakota or another repository). Another vitrine houses replica pots from this era, helping visitors connect the archaeological remains of full artifacts -- often small pieces of larger pots, knives, or tools -- with the whole object.

Artifacts or replicas supplied by SHSND

## MHA- Three Affiliated Tribes

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Estimate

### 17 B.7: Sacred Landscape

Following the river and the Community Mural along the wall, visitors arrive at a large photomural of the Missouri River landscape. In front of this photomural stands a digital kiosk and a set of listening devices, where visitors can hear Nueta, Hidatsa, and Arikara people speak about the sacredness of this landscape to their people, both in their indigenous languages and in English. An accompanying topic panel describes the importance of the landscape to oral traditions and origin stories. Rather than divulging any culturally-sensitive information, the panel informs non-tribal members about these stories' significance and encourages tribal members to ask their elders and families about their origin stories.

### 18 C.1: Intro Panel

Turning around the end of the B.7 Sacred Homeland experience, visitors see a large, freestanding panel welcoming them to Area C. Interpretive text highlights the importance of trade to the Nueta Hidatsa, and Sahnish communities and the complex relationships created through trade networks. Visitors learn that the economic power of these three tribes reached far beyond their ancestral homelands, as they traded goods, knowledge, and cultural practices across the continent. Ultimately, visitors understand that trade was more complicated than simply negotiating over the price of a single item – it shaped the spiritual, familial, and political ties on the Northern Plains and beyond.

### 19 C.2: Reaching a Continent

A large map visually represents the trade networks of the Northern Plains and beyond, helping visitors understand that the Nueta, Hidatsa, and Sahnish peoples interacted not only with their immediate neighbors but with far-flung tribes, and later, Euro-American fur traders – whether through face-to-face trade or through the exchange of goods from one trading center to the next.

As visitors look at the map, they see replica trade goods situated where they would have originated centuries ago. Looking down, visitors see a reading rail with replicas of the kinds of raw materials from which these goods would have been made. When visitors approach a specific raw material, the corresponding trade good lights up on the map above. This enables visitors to understand the relationship between geography, raw materials, and the goods produced from them.

### 20 C.3: A Universal Language

How did people from different regions and cultures communicate on the Northern Plains? Along the wall extending from the Area C intro panel, visitors see a digital kiosk. An accompanying topic panel shows how Native peoples (and later, non-Native traders) overcame the linguistic challenges inherent to these trade negotiations. Graphic interpretation details that many people were fluent in multiple languages and that Northern Plains sign language was near universal. The topic panel could also include excerpts from Four Bears' welcome speech.

The kiosk contains an AV interactive that allows visitors to see and learn some Northern Plains signs, encouraging them to guess what the signs mean through multiple-choice options.



**25 D.1: Intro Panel**

A large freestanding graphic panel introduces visitors to the MHA unification story, focusing on the broad forces that pushed three individual and unique tribes to join together as one in the middle of 19th century.

**26 D.2: Shifting Alliances**

As visitors enter Area D, they are drawn to an artifact case and a series of graphic panels mounted to the walls along the right side of the area. Graphics detail the shifting political and military dynamics on the Northern Plains, with one addressing the practice of counting coup, so visitors can understand the role and battle and violence played in Nueta, Hidatsa, and Sahnish cultures. A reading rail interprets a reproduction of several well-known paintings of the Nueta Mato Tope (Four Bears), while a series of lift doors help visitors understand the significance of Mato Tope's clothing and regalia, which underscores the connections between counting coup, being a successful warrior, and community leadership. A second graphic addresses the impact of changing trade networks, drawing connections to trade content discussed earlier, in Area C.

While these topics are discussed, small vitrines house artifacts from the era.

**27 D.3: Environmental and Economic Changes**

In this section, visitors are introduced to environmental and economic changes that began to sweep across the Northern Plains in the late 18th and early 19th centuries, thus weakening the Nueta, Hidatsa, and Sahnish communities and, ultimately, leaving them vulnerable to the devastation the smallpox would bring in 1837.

Representations of two cache pits, one healthy and another ravaged by rodents, show how malnutrition and starvation became serious threats during this period. Together, these changes in the regional trade networks and reduced food storage weakened the tribes, making them more susceptible to diseases like smallpox.

**28 D.4: Smallpox Devastation**

Visitors enter a small, somber area dedicated to the single greatest tragedy the Nueta, Hidatsa, and Sahnish communities have ever endured: the smallpox epidemic of 1837. Graphic interpretation touches on earlier outbreaks of the disease, but clearly states that the 1837 outbreak was the "low point" in the three tribes' histories, and that it led to their unification into what we now call the MHA Nation. One wall features large graphics and a monitor with a short looping video focused on the symptoms of smallpox, the pain it inflicts, and Mato Tope's famous "rotting face" speech, as well as contemporary reflections on the smallpox epidemics from community members. Mounted on another wall, an interactive helps visitors understand the 1837 outbreak's demographic impact on the three tribes.



**34 E.5: Our Shrinking Homeland Interactive**

Area E culminates in a gripping A/V illustration of the net effect of the all the changes discussed during this section—as well as some that would occur in the years that followed. Visitors use a touchscreen mounted on a freestanding reading rail to "pull" time forward from 1851 to the present. As they do so, a map of the 1851 treaty boundary shrinks—first from the treaty territory, to the size of Fort Berthold as it exists today. Then, as time continues, individual plots disappear as allotment takes its toll. The map moves as close to the present as possible, using maps to show what land remains in tribal hands today.

**35 F.1: Intro Panel**

As the extent of the land loss experienced by the MHA Nation sinks in from Area E, visitors continue into Area F: Agriculture and Seasons, which reminds them that the agricultural acumen of the Nueta, Hidatsa, and Sahnish peoples empowered their perseverance through the trying times of the late 19th and early 20th centuries. Introductory text lets visitors know that agriculture has been central to the success and survival of the MHA Nation for generations, and that many of these practices are still used on the reservation, thereby offering a bridge between the community's past and present.

**36 F.2: Buffalo Bird Woman's Garden**

Just beyond the Intro Panel, visitors encounter a large graphic panel focused on the revered Hidatsa gardener Buffalo Bird Woman. Based heavily on the book *Buffalo Bird Woman's Garden*, this panel tells who Bird Woman was and emphasizes that the agricultural practices shown in this area reflect an early 20th century Hidatsa perspective on agriculture. This panel uses dramatic historical images and text to reveal that gardening was—and continues to be—an important cultural practice that helped define the identities of the Nueta, Hidatsa, and Sahnish communities, and to connect members to one another, the Missouri River landscape, and their ancestors. A photomural of Buffalo Bird Woman working in her garden accompanies this graphic.

**37 F.3: Gardening Through the Seasons**

Continuing past the Buffalo Bird Woman graphic and photomural, visitors are drawn towards a freestanding reading rail set before a series of light boxes. Bearing touchable replicas of four traditional Hidatsa gardening tools, the reading rail includes information about seasonal gardening practices and when and how each of the tools was used. (Digging stick for spring; scapula hoe for summer; scapula knife for fall; corn mortar for winter.) The replica tools each have proximity sensors attached, so when a visitor touches the scapula hoe, for example, an historic photo of a Hidatsa woman gardening during the summer lights up. Meanwhile, push-button audio of seasonal stories, planting songs, or oral histories accompanies each season as available and appropriate.





**43 G.3: The Big Lease**

As they leave the immersive reservation home, visitors follow a series of graphics mounted to a long wall. One panel focuses on the sustainability of the early-20th century economy, featuring stories about 4-H craft and produce contests, which taught young people important skills and gave them a chance to show off their work. Another panel discusses the Big Lease, explaining how this arrangement allowed for the sustainable ranging of tribal land while promoting cooperation between tribal members and non-Indians and bringing cash income to Nueta, Hidatsa, and Sahnish families. A final panel explores the Great Depression and the ways in which members of the MHA Nation adapted to a struggling economy during this period, including information on work relief programs that helped the community through the Depression.

**44 G.4: Military Service: World War I and World War II**

As visitors move beyond the Great Depression and Community Corral components, they approach an area dedicated to honoring those members of the MHA Nation who served in many U.S. military conflicts between the 1890s and 1940s. Text interpretation focuses on the long-standing tradition of military service in the MHA Nation, while an artifact case displays objects from veterans of this period with accompanying graphic interpretation. Adjacent graphics include a list of all MHA service veterans who served in these conflicts, with a special designation for those who died in combat. This display also includes a touchscreen for visitors to learn about a few veterans in more detail.

**45 G.5: Community Corral**

In the open space between the Great Depression and veterans' graphics, visitors are drawn to a large, recreated fence and range devoted to telling the story of the MHA Nation's "community corral" from the 1930s. Fabricated fence posts and railings mark the edges of the corral, while a photo mural forms the backdrop of a scene highlighting MHA ranching activities—another critical component of the tribes' economies and agricultural traditions. Accompanying reading rails interpret the scene and give visitors a chance to design their own livestock brand and feature a flipbook of the tribes' historic brand book. The rails can also include information about notable rodeo champions and MHA rodeo queens, as well as tribal members of the ND Cowboy Hall of Fame.

**46 G.6: Education**

The final component of Area G focuses on a complex topic: education. As visitors finish absorbing the compelling stories of Nueta, Hidatsa, and Sahnish veterans, they are immersed in a series of stories focused on children. Two graphic panels use text and imagery to describe the lasting effects of educational regimes instituted by Christian missionaries and federal boarding schools. Visitors understand that there were a range of educational experiences—each with different implications for attendees' cultural identity and future. As the area comes to a close, visitors encounter an artifact case and graphics dedicated to remembering the Elbowoods High School.



**52 H.6: Construction and Flooding**

The backside of the H.2 Dam Spillway features a monitor playing historical footage of the Garrison Dam's construction and the flooding that followed. The video is a maximum of five minutes long, so that visitors can comfortably watch the entire film. It includes closed captioning for visitors with hearing impairments.

**53 H.7: Moving Homes**

Blurring the line between Area H and Area I, this component focuses on the physical relocation of homes and buildings from the bottomlands to the new MHA communities. A series of graphic panels interprets this movement, while a large photomural depicts trucks pulling tribal members' homes to the uplands. A map illustrates the location of flooded communities, while a topic panel describes the scene. Further down, a second topic panel focuses on "relocation," the government program that encouraged Native people to move to cities across the United States in the 1950s and 1960s. A map shows where contemporary clusters of MHA members live, showing that—as a result of the dam, military service, the search for education and jobs, and relocation—only about one-third of the tribal population now lives on the reservation.

**54 H.8: Reflecting on the Dam**

Across the exhibit space from H.7, visitors see three large pictures of MHA community members (could be historic or contemporary; will represent Nueta, Hidatsa, and Sahnish communities), accompanied by large quotes reflecting on what the Garrison Dam has meant to their families and community. These quotes will help strike the balance between the devastation of the Garrison Dam and the resilience and adaptation of the MHA Nation. A communal seating area serves as a reflection space, encouraging visitors to sit and think over the impact of the Garrison Dam, remember what was lost, talk with their fellow visitors, or simply wait for group members who may have entered Area K: Temporary Exhibits.

**55 I.1: Intro Panel**

A large freestanding graphic panel introduces visitors to the Recovery Generation. To set the tone for the area, interpretive text recognizes the challenges and negative outcomes from the aftermath of the Garrison Dam's construction but refocuses visitors' attention on the strategies people used to rebuild and survive these changes. The rest of the exhibit area addresses these efforts, reframing of this era as one of persistence rather than passivity.

**56 I.2: Oral History Booth**

As visitors leave Area H and enter Area I, they may feel inspired to share a personal account of how the flood affected their family – or to tell a story related to some other aspect of their community's history. As they approach the Area I intro panel, visitors see a large graphic on the opposing wall, asking them to come and share a story. The graphic directs visitors into a small oral history booth, where an intimate setting offers an easy-to-use recording equipment that can capture memories or family anecdotes about the bottomlands or experiences from life after the flood. Reminding visitors that everyone has a story to tell, this component empowers visitors to share their perspectives, which will be captured and preserved by the MHA Interpretive Center. The room is private and relatively sound proof, and contains a camera, microphone, and very easy-to-use recording equipment so a person or small group of 2-3 people can share their story.