

Exhibit 19

AGREEMENT TO ADOPT DISPUTE RESOLUTION PROCEDURES

This AGREEMENT TO ADOPT DISPUTE RESOLUTION PROCEDURES (“**Agreement**”) is made and entered into this ____ day of _____, 20____, (the “**Effective Date**”) by and between the San Antonio Water System (“**Owner**”) and _____, the Design-Build Firm. Owner and Design-Build Firm may be referred to individually herein as a “**Party**” and collectively as the “**Parties.**”

The Parties enter into this Agreement pursuant to their contract, entitled Design-Build Services Agreement (the “**Contract**”), dated _____, for the planning, development, engineering and design, procurement, demolition, renovation and/or construction of the Northeast Side Operations Center (“**NEOC**”) and at the existing Northeast Service Center (“**Existing NESC**”), constituting Phase 3 of the Owner’s New Service Center Project (referred to herein as the “**Project**”).

In consideration of the terms, conditions, covenants and agreements contained both herein and in their Contract, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as hereinafter set forth. Except as expressly provided otherwise in Section XIX of the Agreement, the following procedures (“**Dispute Resolution Procedures**”) shall apply to the resolution of any contested claim, controversy or demand, including any demand for damages, specific performance, or any other legal or equitable remedy, arising out of or relating to the Agreement, or the breach thereof, (hereinafter referred to as a “**Dispute**”):

(A) First Step: Direct Negotiation of Parties’ Senior Executives. The Parties shall cause their senior executives to convene within five (5) days after the date that a Party invokes these Dispute Resolution Procedures in writing (the “**Invocation Date**”) to attempt to resolve the Dispute by direct negotiation. Each senior executive who participates in the negotiation shall be deemed to have unlimited authority to bind his/her Party.

(B) Second Step: Non-Binding Mediation. If the Parties’ senior executives fail to convene such negotiations within such five (5) day period, or if the Parties’ senior executives fail to resolve the Dispute within fifteen (15) calendar days from the Invocation Date, the Dispute shall proceed to mediation upon issuance of a written request for mediation (“**Mediation Request**”) by either party. Mediation shall be a condition precedent to any further proceedings on the Dispute. Mediation shall be administered by the American Arbitration Association under its Commercial Mediation Procedures. Mediation shall take place in San Antonio, Texas, with a Mediator approved by the Parties, who shall equally share the costs of Mediation. Any Mediator must be a duly licensed attorney who is an active member of the State Bar of Texas or other state bar of one of the United States or a Registered Professional Engineer or Architect who has not been subject to disciplinary action within the past ten years, and who has at least fifteen (15) years prior experience acting as a mediator, arbitrator and/or dispute review board member for construction

contract disputes and the negotiation, interpretation and/or adjudication of contract rights and claims involving the design and construction of commercial construction projects having a value comparable to that of the Project. Upon Owner’s request, the Design-Build Firm shall arrange for third parties having a contractual relationship with the Design-Build Firm to participate in the Mediation if such third parties may have responsibility or liability in connection with the Dispute and their involvement in or connection with the Project may give rise to common or interrelated questions of fact, law and contract interpretation. The Mediation of the Dispute must be completed within thirty (30) days from the date a Mediation Request has been delivered to the other Party, unless the Parties and the Mediator agree in writing to extend the period to be allowed for the Mediation. Any Party may, at any time after delivery of a Mediation Request, elect to terminate the Mediation process by delivering to the other Party a written notice of such election, whereupon the Mediation step of these Procedures shall be deemed to have been completed, and either party may proceed to the next step in these Dispute Resolution Procedures, as provided in Subparagraph (C), below.

(C) Third Step: Litigation. Any Dispute that is not otherwise resolved under these Dispute Resolution Procedures, as set forth above, shall be resolved by litigation.

Each Party shall bear its own costs arising out of or in connection with these Dispute Resolution Procedures. The Parties acknowledge that they have established a fixed allowance in the GMP for funding of Owner’s share of the costs of dispute resolution hereunder. Such costs remain subject to recovery by Owner if Owner is the prevailing party under Section XIX of the Contract.

Miscellaneous Provisions

Nothing in this Agreement shall alter the liability of either Party as provided under the Contract, or by law.

This Agreement may be altered, amended or revoked only by an instrument in writing signed by each Party. No verbal agreement or implied covenant or agreement shall be held to vary the terms hereof, any statute, law or custom to the contrary notwithstanding.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Agreement as of the Effective Date.

[SIGNATURES ON FOLLOWING PAGE]

<p>OWNER:</p> <p>San Antonio Water System</p>	<p>DESIGN-BUILD FIRM:</p> <p>_____</p>
---	---

<p>By: _____</p> <p>Robert R. Puente, President and CEO</p>	<p>By: _____</p> <p>_____</p> <p>_____</p>
	<p>DESIGN PROFESSIONAL OF RECORD:</p> <p>_____</p> <p>By: _____</p> <p>_____</p> <p>_____</p>