

IN THE SUPREME COURT OF THE STATE OF DELAWARE

EQUILON PIPELINE COMPANY, LLC,	§
	§ No. 85, 2001
	§
Plaintiff Below,	§ Court Below
Appellant,	§ of the State of Delaware,
	§ in and for New Castle County
v.	§ C.A. No. 00C-07-118
	§
CONTI ELECTRIC, INC.,	§
	§
Defendant Below,	§
Appellee.	§

Submitted: August 7, 2001
Decided: August 17, 2001

Before **WALSH, HOLLAND** and **BERGER**, Justices.

O R D E R

This 17th day of August 2001, the Court having considered this matter on the briefs filed by the parties, has determined that the final judgment of the Superior Court should be affirmed on the basis of and for the reasons assigned by the Superior Court in its bench ruling of February 1, 2001.

The Superior Court held that the two-part indemnification provision in the Equilon/Conti contract could not be severed so as to retain the viability

of the provisions that are not adverse to Delaware public policy.¹ The indemnification provision at issue in this case is a single run-on sentence. That sentence contains a general indemnification requirement followed by a specific requirement for Conti to indemnify Equilon for Equilon's negligence.

The record reflects that Equilon acknowledges the term "maintenance" includes the work performed in the underlying contract.² Therefore, its statutory argument was also properly rejected by the Superior Court.

NOW, THEREFORE, IT IS HEREBY ORDERED that the judgment of the Superior Court is affirmed.

BY THE COURT:

/s/ Randy J. Holland
Justice

¹ See *J.S. Alberici Constr. Co. v. Mid-West Conveyor Co., Inc.*, Del. Supr., 750 A.2d 518 (2000).

² See 6 Del. C. § 2704(a).