

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

Form 10-K

X ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES
EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 1998
OR

___ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES
EXCHANGE ACT OF 1934

For the transition period _____ to _____
Commission File Number: 1-7525

The Goldfield Corporation
(Exact Name of Registrant as Specified in its Charter)
Delaware 88-0031580
(State or other jurisdiction of (IRS Employer
incorporation or organization) Identification Number)

100 Rialto Place, Suite 500
Melbourne, Florida 32901
(Address of principal executive offices) (Zip Code)
(407) 724-1700
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on
Common Stock, Par Value \$.10 per share	which registered American Stock Exchange, Inc.

Securities registered pursuant to Section 12(g) of the Act:
None

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [X]

On February 22, 1999, the aggregate market value (based upon the closing price on the American Stock Exchange, Inc.) of the common stock held by nonaffiliates was approximately \$6.6 million.

As of February 22, 1999, 26,854,748 shares of the Registrant's common stock were outstanding.

Document	Where Incorporated
Proxy Statement for 1999 Annual Meeting	Part III

PART I

Item 1. Business.

The Goldfield Corporation, incorporated in Wyoming in 1906 and subsequently reincorporated in Delaware in 1968, is engaged in electrical construction and mining activities. Since January 1, 1996, the electrical construction segment has included the construction of fiber optic communication systems. Unless the context otherwise requires, the terms "Goldfield" and "the Company" as used herein mean The Goldfield Corporation and its consolidated subsidiaries. For information concerning sales, operating profits and

identifiable assets by business segment, see note 15 of notes to consolidated financial statements.

Electrical Construction

The Company, through its subsidiary, Southeast Power Corporation, a Florida corporation ("Southeast Power"), is engaged in the construction and maintenance of electrical facilities for utilities and industrial customers in the southeastern United States. As a result of an acquisition effected January 1, 1996, electrical construction operations now include, through the Company's subsidiary Fiber Optic Services, Inc., a Florida corporation, ("Fiber Optic Services"), the construction of fiber optic communication systems throughout the United States.

The Company's construction business through Southeast Power includes the construction of transmission lines, distribution systems and substations and other electrical installation services for utility systems and industrial and specialty projects. Fiber Optic Services provides various construction services, including installation of aerial and underground cable systems, conduit systems and the splicing, testing and documentation of optical fibers. Fiber Optic Services performs these services primarily for power utilities and telecommunications companies pursuant to fixed and unit price contracts.

It is the Company's policy to commit itself only to the amount of work it believes it can properly supervise, equip and complete to the customer's satisfaction and schedule. As a result of this policy and the magnitude of some of the construction projects undertaken by the Company, a substantial portion of the Company's annual revenue is derived from a relatively small number of customers, the specific identity of which vary from year to year. See note 15 of notes to consolidated financial statements.

Construction is customarily performed pursuant to the plans and specifications of customers. The Company generally supplies the management, labor, equipment, tools and, except with respect to some utility customers, the materials necessary to construct a project. Contracts may extend beyond one year, although most projects are completed within 90 days.

The electrical construction business is highly competitive. Certain of the Company's actual or potential competitors have substantially greater financial resources available to them. A portion of the electrical construction work requires payment and performance bonds. The Company has adequate bonding availability.

The Company enters into contracts on the basis of either competitive bidding or direct negotiations with its customers. Competitively bid contracts account for a majority of the Company's construction revenues. Although there is considerable variation in the terms of the contracts undertaken, such contracts typically involve either lump sum or unit price contracts, pursuant to which the Company agrees to do the work for a fixed amount.

The magnitude and duration of projects undertaken by the Company vary, which may result in substantial fluctuations in its backlog from time to time. At February 1, 1999, the approximate value of uncompleted contracts was \$7,580,000, compared to \$1,500,000 at March 1, 1998 and \$4,000,000 at February 14, 1997.

As of February 5, 1999, electrical construction had a staff of 16 salaried employees, including executive officers, division managers, superintendents, project managers and administrative personnel. In addition, at such date, electrical construction had 94 hourly-rated employees, none of whom are affiliated with any trade or labor organization. The number of hourly-rated employees fluctuates depending upon the number and size of projects under construction at any particular time. The Company believes that the experience and continuity of its employees has been an important factor in its success. Management of the Company believes its relations with both its salaried and hourly rated employees are good.

The Company is subject to the authority of state and municipal regulatory bodies concerned with the licensing of contractors. The Company believes that it is in compliance with such licensing requirements in all jurisdictions in which it conducts its business.

The administrative and maintenance facilities of Southeast Power are located on a 13-acre tract of land near Titusville, Florida, which is owned by the Company. The office building has 3,744 feet of floor space and the shop and buildings contain approximately 17,000 feet of floor space.

The administrative and maintenance facility of Fiber Optic Services is located in Largo, Florida, where the Company leases approximately 10,100 square feet of space at an average annual rental rate of \$48,800. This lease, which expires in March 2001, may be renewed for two additional two year terms.

Mining

The Company, through its subsidiaries, explores for, mines, processes and markets industrial minerals, aggregate products and base and precious metals from properties located in New Mexico.

The Company does not consider itself to be a significant factor in the mining industry. The Company competes with other companies in the search for and the acquisition of mining properties and their exploration and development. Many of these competitors have substantially greater financial resources than the Company, which may give them certain competitive advantages, especially with respect to projects requiring large amounts of capital.

The Company's mining operations are subject to the jurisdiction of federal and state governmental authorities which have responsibility for environmental matters such as air and water quality, the promotion of occupational safety and mine reclamation. The Company has in the past reclaimed mining areas, tailing impoundments and other associated disturbances and expects to continue to do so in the future. Costs of such reclamation are charged against earnings as incurred. Future costs or capital expenditures relating to the protection of the environment are not expected to have a material adverse effect on the Company's earnings. The Company believes that compliance with mine reclamation laws will not adversely affect the competitive position of its operations since competitors in the mining industry are subject to the same laws. The Company holds federal and state environmental permits and licenses required for the operation of its mining activities.

St. Cloud - Industrial Minerals

St. Cloud Mining Company, a Florida corporation ("St. Cloud"), is a wholly-owned subsidiary of the Company and operates the St. Cloud mill and mining properties in Sierra County, New Mexico. The St. Cloud mill and mining properties encompass approximately 1,500 acres which are estimated to contain several million tons of geologic reserves of natural zeolites, a special type of volcanic ash (clinoptilolite).

The clinoptilolite mineral occurs in flat lying beds and is extracted by conventional open pit mining methods. At the St. Cloud mill, the clinoptilolite minerals are crushed, dried, and sized without beneficiation and shipped in bulk, packaged or modified to customer's specifications. Most deliveries are by contract motor carriers to manufacturers, brokers, or independent sales agents who incorporate zeolites into consumer products or for specific industrial uses.

The zeolite products were originally sold beginning in 1990 as animal feed supplements. Zeolite markets now include cat litter, industrial fillers and absorbents, air and water filtration media, environmental products and soil conditioners. The zeolite product is also used in other applications where ammonia control or specific cation exchange capacity is required.

In 1998, St. Cloud sold 14,095 tons of natural zeolite, compared to 15,013 tons and 14,456 tons in 1997 and 1996, respectively. St. Cloud has made several modifications to its zeolite operation, including the addition of cation exchange capacity for added value products, drying, warehousing, bagging, blending and additional classification capabilities to expand markets for the products.

At February 5, 1999, St. Cloud had a total of 23 full-time employees, none of whom are affiliated with trade or labor organizations.

St. Cloud - Base and Precious Metals Mining

Since 1968, the Company has been involved in the exploration, mining and milling of silver, copper and gold ores at the St. Cloud property. Production commenced at St. Cloud in 1981. However, surface and underground mining was halted during the third quarter of 1991 and the first quarter of 1992, respectively, due to declining metal prices and mine grades. St. Cloud's viability is sensitive to the future price of base and precious metals, particularly silver. Significant portions of the Company's investment in St. Cloud's silver mines, processing facilities and equipment were written-down at the end of 1993.

St. Cloud's principal metal mining properties are located within the Gila National Forest in the Chloride Mining District in New Mexico and encompass approximately 250 acres in two main claim blocks.

Several veins are known to exist in the Chloride Mining District and may have exploration potential. The Company's two main deposits, the St. Cloud and U. S. Treasury mines, have been partially mined and explored at depths up to 1,000 feet from declined ramps utilizing rubber-tired equipment. St. Cloud currently estimates their indicated reserves to be approximately 349,500 tons averaging 0.70% copper, 5.95 ounces silver per ton and 0.031 ounces gold per ton. Based on current metal prices, the Company believes that the above-estimated reserves are not, at present, economically recoverable.

During 1994, the Company implemented a plan to refocus mining operations on the production of industrial minerals. As a result, mineralized siliceous converter flux sales at St. Cloud were virtually discontinued. Subsequent to the first quarter of 1992, the only base and precious metal mining activity at St. Cloud was the sale of stockpiled ore of mineralized siliceous converter flux. No significant amount of stockpiled ore remains at St. Cloud. There have been no such sales since 1994.

As part of the industrial mineral operations, as well as the Company's construction aggregate operations described below, the Company provides off-site construction services utilizing existing mining personnel and equipment. Such construction projects have included restoring an endangered species habitat, closure of a municipal landfill, and providing construction aggregates for road projects.

Management of the Company reviews the net carrying value of all mining facilities on a periodic basis to determine, among other factors, (1) the net realizable value of each major project, (2) the ability of the Company to fund all care, maintenance and standby costs, (3) the status and usage of the assets while in a standby mode, to determine whether some form of amortization is appropriate and (4) current projections of metal prices that affect the decision to reopen or make a disposition of the Company's assets.

Lordsburg

In 1990, The Lordsburg Mining Company, a Florida corporation and a wholly-owned subsidiary of the Company ("Lordsburg"), entered into a venture agreement with Federal Resources Corporation ("Federal") to explore, develop and mine deposits near the town of Lordsburg in southwestern New Mexico. Under this operating agreement, Federal conveyed and assigned to the venture, The Lordsburg Mining Company, approximately 12,000 acres of patented and unpatented mining claims which include certain mining claims leased in the Lordsburg Mining District by Federal, and existing milling facilities, buildings and other personal property located on the claims. In April 1994, the Company acquired Federal's 50% interest in the Lordsburg properties for \$75,000. Prior to the acquisition of Federal's interest, Lordsburg did not produce sufficient revenue over the related expenses to permit a net proceeds distribution to Lordsburg and Federal.

During 1993, a large number of unpatented claims were dropped due to increased holding costs imposed by the Federal government. Most of the important mining and exploration potential is on patented property and was retained. Indicated reserves are estimated to be 103,800 tons averaging 0.53% copper, 1.0 ounces silver per ton and 0.097 ounces gold per ton. Based on current metal prices and operating costs, the above estimated

reserves are not, at present, economically recoverable.

Production from underground mining, which was suspended in February 1994, had previously been intermittent due to low ore grade and inconsistent smelter demand. The ore produced from the mine was used by nearby copper smelters as precious metal bearing siliceous flux. Future demand for underground ores cannot be determined at this time.

Although the Company has continued production of construction aggregates at Lordsburg, a final decision with respect to the future operations at Lordsburg has not been reached.

Lordsburg sold 16,547 tons of construction aggregate material in 1998, compared to 24,553 tons and 14,070 tons in 1997 and 1996, respectively. Lordsburg sold 17,190 tons of barren, siliceous flux to copper smelters in 1996. There have been no barren, siliceous flux sales since 1996.

At February 5, 1999, Lordsburg had a total of three full-time employees in New Mexico, none of whom are affiliated with trade or labor organizations.

San Pedro

In April 1993, the capital stock of The San Pedro Mining Corporation ("San Pedro" a then wholly-owned subsidiary of the Company), was sold for \$1,220,000, of which \$50,000 in cash was paid at closing with the balance of the purchase price represented by a promissory note payable to the Company in equal monthly principal installments of \$15,000 plus interest through October 1999. Effective December 23, 1997, terms of the note and mortgage were modified to defer principal payments to November 1998. The purchaser failed to make the October 1998 scheduled interest payment and on-going discussions with the debtor indicate that collection of the principal balance is doubtful. Under the circumstances, management has determined the note receivable to be an impaired asset and has written off the unpaid balance of the note. Future discounted cash flows have been estimated by management to be zero. The impairment loss of \$258,538 has been separately identified as a component of continuing operations. The loss, which was recognized in the third quarter of 1998, has been included in the Company's operating results from mining.

Royalty

In connection with a coal mining property in Harlan, Kentucky, formerly owned by the Company, the Company retains a coal royalty which provides for a royalty between 1 1/2% to 3% per year, originally to be paid until 2002. The original royalty agreement provided that the Company was to receive annual minimum royalties in the amount of \$150,000. Effective February 14, 1997, the agreement was amended to provide for a payment of \$20,000 and monthly minimum payments of \$5,000 until all minimum royalties are collected. The expiration date of the royalty agreement was extended beyond 2002 to the extent necessary to permit payments of the \$150,000 per year minimum royalties. Since February 1996, Great Western Coal, Inc. ("Great Western"), the owner of the coal property, has generally failed to make the required royalty payments. On July 1, 1998, the Company filed suit against Great Western for breach of contract. Under the circumstances, management has determined the royalty interest to be an impaired asset. The fair value of the Harlan coal royalty has been determined by management to be zero as there is no open market for the sale of this royalty and future discounted cash flows have been estimated by management to be zero. The impairment loss of \$95,618 has been separately identified as a component of continuing operations. The loss, which was recognized in the second quarter of 1998, has been included in the Company's operating results from mining.

Item 2. Properties.

For information with respect to the principal properties and equipment utilized in the Company's mining and electrical construction operations, see "Item 1. Business."

The Company's principal office is located in Melbourne, Florida, where the Company leases 4,503 square feet of space at an annual rental rate of \$64,978. The lease, which expires in January 2001, may be renewed for one additional three-year term.

Item 3. Legal Proceedings.

There are no material pending legal proceedings, other than routine litigation incidental to the business of the Company, to which the Company or any of its subsidiaries is a party or of which any of their property is subject.

Item 4. Submission of Matters to a Vote of Security Holders.

No matter was submitted to a vote of security holders during the fourth quarter of 1998.

PART II

Item 5. Market for Registrant's Common Equity and Related Stockholder Matters.

The Common Stock of the Company is traded on the American Stock Exchange, Inc. under the symbol GV. The following table shows the reported high and low sales price at which the Common Stock of the Company was traded in 1998 and 1997:

<TABLE>

	1998		1997	
	High	Low	High	Low
<S>	<C>	<C>	<C>	<C>
First Quarter	7/16	5/16	3/8	1/4
Second Quarter	3/8	5/16	3/8	1/4
Third Quarter	7/16	1/4	7/16	1/4
Fourth Quarter	5/16	3/16	1/2	5/16

</TABLE>

As of February 22, 1999, the Company had approximately 18,970 holders of record.

No cash dividends have been paid by the Company on its Common Stock since 1933, and it is not expected that the Company will pay any cash dividends on its Common Stock in the immediate future.

Item 6. Selected Financial Data.

The following table sets forth summary consolidated financial information of the Company for each of the years in the five-year period ended December 31, 1998:

<TABLE>

	Years Ended December 31,				
	1998	1997	1996	1995	1994
	(in thousands except per share amounts)				
<S>	<C>	<C>	<C>	<C>	<C>
Statements of Operations					
Total revenues	\$16,782	\$15,974	\$13,544	\$13,328	\$13,394
Net (loss) income	(610)	414	(338)	(678)	(1,101)
(Loss) earnings per share of common stock	(0.02)	0.01	(0.01)	(0.03)	(0.04)
Balance Sheets					
Total assets	14,213	13,967	13,652	13,847	14,458
Working capital	6,144	6,371	5,934	6,241	7,511
Stockholders' equity	12,200	12,834	12,443	12,805	13,506

</TABLE>

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Results of Operations

Net (Loss) Income

The Company incurred a net loss of \$609,630 for the year ended December 31, 1998, compared to net income of \$413,971 for the year ended December 31, 1997 and a net loss of \$337,838 for the year ended December 31, 1996. The net loss for the year ended December 31, 1998 included a charge of \$354,156 for impairment losses related to the Harlan coal royalty and the San Pedro

mine note receivable as discussed in Note 5 to the consolidated financial statements. Net (loss) income for the years ended December 31, 1998 and 1997, included income tax expense of \$23,322 and \$340,731, respectively. There was no tax expense for the year ended December 31, 1996.

Revenues

Total revenues in 1998 were \$16,781,913, compared to \$15,974,357 and \$13,544,392 in 1997 and 1996, respectively. The increase in revenues was primarily attributable to a higher level of activity in electrical construction operations.

Electrical construction revenue increased by 5% in 1998 to \$14,447,808 from \$13,742,723 for 1997 and \$11,628,898 in 1996. Electrical construction revenue includes the results of the subsidiary acquired in January 1996, Fiber Optic Services, Inc. which had revenue, net of intercompany elimination, of \$805,783 for 1998, compared to \$1,114,954 for 1997 and \$788,690 for 1996.

Revenue from mining operations increased by 12% to \$2,041,259 for the year ended 1998 from \$1,814,583 for the year ended 1997. The increase in revenue from mining for 1998 was primarily a result of new off-site construction contracts utilizing existing mining personnel and equipment. In 1996, revenue from mining operations was \$1,506,797.

Operating Results

Electrical construction operations had an operating profit of \$1,232,711 during 1998, compared to operating profits of \$1,715,608 in 1997 and \$578,265 in 1996. The decrease in operating results in 1998 was primarily due to a decrease in the level of operations and profit margins of Fiber Optic Services and to losses from a single unit price contract. The varying magnitude and duration of electrical construction projects may result in substantial fluctuation in the Company's backlog from time to time. At February 1, 1999, the approximate value of uncompleted contracts was \$7,580,000, compared to \$1,500,000 at March 1, 1998.

The operating loss from mining operations was \$656,538 for 1998, compared to operating losses of \$82,003 and \$179,542 in 1997 and 1996, respectively. The decrease in operating results from mining operations in 1998 was due primarily to the charge of \$354,156 for impairment losses relating to the Harlan coal royalty and the San Pedro mine note receivable and to losses relating to an off-site mining construction contract, which was completed in December 1998. Operating (loss) profit includes royalty income and depreciation expense.

Other Income

Other income for 1998 was \$292,846, compared to \$407,051 and \$388,697 for 1997 and 1996, respectively. The decrease in other income for 1998 was primarily a result of lower interest income.

Costs and Expenses

Total costs and expenses and the components thereof, increased to \$17,368,221 for 1998 from \$15,219,655 in 1997 and \$13,882,230 in 1996 as a result of increased electrical construction costs, increased off-site mining construction costs and the charge for impairment losses mentioned above.

Electrical construction costs were \$12,522,747, \$11,361,069 and \$10,482,506 in 1998, 1997 and 1996, respectively. The increase in costs for 1998 was attributable to a higher level of operations.

Mining costs were \$2,029,940 for 1998 as compared to \$1,565,801 in 1997 and \$1,388,150 in 1996. The increase in the 1998 period was primarily a result of an off-site mining construction contract.

Depreciation and amortization was \$1,072,876 in 1998, compared to \$1,058,403 in 1997 and \$916,726 in 1996.

General corporate expenses of the Company increased to \$1,455,327 in 1998, compared to \$1,285,954 in 1997 and \$1,125,348 in 1996. The 1998 period included increases in various categories including consulting expenses relating to the implementation of new computers and accounting software.

Liquidity and Capital Resources

Cash and cash equivalents at December 31, 1998 were \$2,616,465 as compared to \$4,397,281 as of December 31, 1997. Working capital at December 31, 1998 was \$6,143,737, compared to \$6,371,043 at December 31, 1997. However, the Company's ratio of current assets to current liabilities declined to 4.1 to 1 at December 31, 1998, from 7.3 to 1 at December 31, 1997 because of the higher level of accounts payable and accrued liabilities at December 31, 1998.

The Company paid cash dividends on its Series A Preferred Stock in the amount of \$23,758 in each of the years ended December 31, 1998, 1997 and 1996. No cash dividends have been paid by the Company on its Common Stock since 1933, and it is not expected that the Company will pay any cash dividends on its Common Stock in the immediate future.

Pursuant to an unsecured line of credit agreement between Southeast Power and SunTrust Bank of Central Florida, N.A. (guaranteed by the Company), Southeast Power may borrow up to \$1,000,000 at the bank's prime rate of interest. This credit line expires April 30, 1999, at which time the Company expects to renew it for an additional year. No borrowings were outstanding under this line of credit during the three years ended December 31, 1998. However, since 1996, \$100,000 of this line of credit has been reserved for a standby letter of credit.

The Company's capital expenditures for the year ended December 31, 1998 decreased to \$1,193,684 from \$1,450,914 for 1997. Capital expenditures in 1999 are expected to be approximately \$1,100,000, which the Company expects to finance through existing credit facilities or cash reserves.

Year 2000 Compliance

Background

In the past, many computers, software programs, and other information technology ("IT systems"), as well as other equipment relying on microprocessors or similar circuitry ("non-IT systems"), were written or designed using two digits, rather than four, to define the applicable year. As a result, date-sensitive systems (both IT systems and non-IT systems) may recognize a date identified with "00" as the year 1900, rather than the year 2000. This is generally described as the Year 2000 issue. If this situation occurs, the potential exists for system failures or miscalculations, which could impact business operations.

The Securities and Exchange Commission ("SEC") has asked public companies to disclose four general types of information related to Year 2000 preparedness: the Company's state of readiness, costs, risks, and contingency plans. See SEC Release No. 33-7558 (July 29, 1998). Accordingly, the Company has included the following discussion in this report, in addition to the Year 2000 disclosures previously filed with the SEC.

State of Readiness

The Company believes that it has identified all significant IT systems and non-IT systems that require modification in connection with Year 2000 issues. Internal and external resources have been used and are continuing to be used, to make the required modifications and test Year 2000 readiness. The required modifications are under way. The Company plans on completing the modifications to and testing of all significant systems by July 1999.

In addition, the Company has been communicating with customers, suppliers, banks, vendors and others with whom it does significant business (collectively, its "business partners") to determine their Year 2000 readiness and the extent to which the Company is vulnerable to any other organization's Year 2000 issues. Based on these communications and related responses, the Company is monitoring the Year 2000 preparations and state of readiness of its business partners. Although the Company is not aware of any significant Year 2000 problems with its business partners, there can be no guarantee that the systems of other organizations on which the Company's systems rely will be converted in a timely manner, or that a failure to convert by another organization, or a conversion that is incompatible with the Company's systems, would not have a material adverse effect on the Company.

Costs

The total cost to the Company of Year 2000 activities has not been and is not anticipated to be material to its financial position or results of operations in any given year. The total costs to the Company of addressing Year 2000 issues are estimated to be less than \$10,000. These total costs, as well as the date on which the Company plans to complete the Year 2000 modification and testing processes, are based on management's best estimates. However, there can be no guarantee that these estimates will be achieved, and actual results could differ from those estimates.

Risks

The Company utilizes IT systems and non-IT systems in various aspects of its business. Year 2000 problems in some of the Company's systems could possibly disrupt operations, but the Company does not expect that any such disruption would have a material adverse impact on the Company's operating results.

The Company is also exposed to the risk that one or more of its customers, suppliers or vendors could experience Year 2000 problems that could impact the ability of such customers to transact business or such suppliers or vendors to provide goods and services. Although this risk is lessened by the availability of alternative suppliers, the disruption of certain services, such as utilities, could, depending upon the extent of the disruption, potentially have a material adverse impact on the Company's operations.

Contingency Plans

The Company is in the process of developing contingency plans for the Company's IT systems and non-IT systems requiring Year 2000 modification. In addition, the Company is developing contingency plans to deal with the possibility that some suppliers or vendors might fail to provide goods and services on a timely basis as a result of Year 2000 problems. These contingency plans will include the identification, acquisition and/or preparation of backup systems, suppliers and vendors.

Item 8. Financial Statements and Supplementary Data.

Independent Auditors' Report

The Shareholders and Board of Directors
The Goldfield Corporation:

We have audited the consolidated financial statements of The Goldfield Corporation and subsidiaries as listed in the accompanying index. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of The Goldfield Corporation and subsidiaries at December 31, 1998 and 1997, and the results of their operations and their cash flows for each of the years in the three-year period ended December 31, 1998, in conformity with generally accepted accounting principles.

/s/
KPMG LLP

Orlando, Florida

February 19, 1999

<TABLE>

THE GOLDFIELD CORPORATION
and Subsidiaries

CONSOLIDATED BALANCE SHEETS

	December 31,	
	1998	1997
<S>	<C>	<C>
ASSETS		
Current assets		
Cash and cash equivalents	\$ 2,616,465	\$ 4,397,281
Accounts receivable and accrued billings	3,133,855	1,829,644
Current portion of notes receivable (Note 5)	123,393	78,946
Inventories (Note 2)	346,799	218,502
Costs and estimated earnings in excess of billings on uncompleted contracts (Note 3)	1,793,119	791,360
Prepaid expenses and other current assets	83,428	74,368
Total current assets	8,097,059	7,390,101
Property, buildings and equipment, net (Note 4)	4,450,256	4,510,158
Notes receivable, less current portion (Note 5)	293,956	672,576
Deferred charges and other assets		
Deferred income taxes (Note 6)	548,000	548,000
Land held for sale	52,448	--
Coal royalty at cost, net of accumulated amortization of \$210,793 in 1997 (Note 5)	--	108,657
Cash surrender value of life insurance (Note 7)	771,430	737,050
Total deferred charges and other assets	1,371,878	1,393,707
Total assets	\$14,213,149	\$13,966,542
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities		
Accounts payable and accrued liabilities (Note 8)	\$ 1,905,457	\$ 917,279
Billings in excess of costs and estimated earnings on uncompleted contracts (Note 3)	13,769	73,048
Current portion of deferred gain on installment sales	10,774	--
Income taxes payable (Note 6)	23,322	28,731
Total current liabilities	1,953,322	1,019,058
Deferred gain on installment sales, less current portion	59,596	113,865
Total liabilities	2,012,918	1,132,923
Stockholders' equity		
Preferred stock, \$1 par value per share, 5,000,000 shares authorized; issued and outstanding 339,407 shares of Series A 7% voting cumulative convertible stock (Note 9)	339,407	339,407
Common stock, \$.10 par value per share, 40,000,000 shares authorized; issued 26,872,106 shares (Notes 9, 10 and 11)	2,687,211	2,687,211
Capital surplus	18,369,860	18,369,860
Accumulated deficit	(9,177,527)	(8,544,139)
Total	12,218,951	12,852,339
Less common stock in treasury, 17,358 shares, at cost	18,720	18,720
Total stockholders' equity	12,200,231	12,833,619
Total liabilities and stockholders' equity	\$14,213,149	\$13,966,542

See accompanying notes to consolidated financial statements

</TABLE>

<TABLE>

THE GOLDFIELD CORPORATION
and Subsidiaries

CONSOLIDATED STATEMENTS OF OPERATIONS

Years Ended December 31,

	1998	1997	1996
<S>	<C>	<C>	<C>
Revenue			
Electrical construction	\$14,447,808	\$13,742,723	\$11,628,898
Mining	2,041,259	1,814,583	1,506,797
Royalty income	--	10,000	20,000
Other income, net (Note 12)	292,846	407,051	388,697
Total revenue	16,781,913	15,974,357	13,544,392
Costs and expenses			
Electrical construction	12,522,747	11,361,069	10,482,506
Mining	2,029,940	1,565,801	1,388,150
Depreciation and amortization	1,072,876	1,058,403	916,726
Impairment losses (Note 5)	354,156	--	--
General and administrative	1,388,502	1,234,382	1,094,848
Total costs and expenses	17,368,221	15,219,655	13,882,230
(Loss) income from operations before income taxes	(586,308)	754,702	(337,838)
Income taxes (Note 6)	23,322	340,731	--
Net (loss) income	(609,630)	413,971	(337,838)
Preferred stock dividends	23,758	23,758	23,758
(Loss) income available to common stockholders	\$ (633,388)	\$ 390,213	\$ (361,596)
Basic and diluted (loss) earnings per share of common stock (Note 11)	\$ (0.02)	\$ 0.01	\$ (0.01)
Weighted average number of common shares outstanding	26,854,748	26,854,748	26,854,748

See accompanying notes to consolidated financial statements

</TABLE>

<TABLE>

THE GOLDFIELD CORPORATION
and Subsidiaries

CONSOLIDATED STATEMENTS OF CASH FLOWS

	Years Ended December 31,		
	1998	1997	1996
<S>	<C>	<C>	<C>
Cash flows from operating activities			
Net (loss) income	\$ (609,630)	\$ 413,971	\$ (337,838)
Adjustments to reconcile net (loss) income to net cash (used by) provided from operating activities			
Depreciation and amortization	1,072,876	1,058,403	916,726
Impairment losses	354,156	--	--
Deferred income taxes	--	312,000	--
Loss (gain) on sale of property and equipment	32,215	(14,499)	(32,288)
Cash provided by (used by) changes in			
Accounts receivable and accrued billings	(1,304,211)	(409,374)	117,769
Inventories	(128,297)	9,547	(62,441)
Costs and estimated earnings in excess of billings on uncompleted contracts	(1,001,759)	(191,058)	38,884
Prepaid expenses and other current assets	(9,060)	(10,574)	98,676
Land held for sale	(52,448)	--	--
Cash surrender value of life insurance	(34,380)	(104,311)	(117,240)
Accounts payable and accrued			

liabilities	988,553	(37,087)	134,519
Billings in excess of costs and estimated earnings on uncompleted contracts	(59,279)	(1,023)	38,920
Deferred gain on installment sales	52,592	(66,535)	(6,360)
Income taxes payable	(5,409)	28,731	--
Net cash (used by) provided from operating activities	(704,081)	988,191	789,327
Cash flows from investing activities			
Proceeds from the disposal of property and equipment	161,534	110,215	46,658
Loans granted	(245,145)	(139,969)	(113,878)
Collections from notes receivable	224,318	303,318	200,445
Purchases of property and equipment	(1,193,684)	(1,450,914)	(563,268)
Payments made to acquire fixed assets of Fiber Optic Services	--	--	(173,138)
Net cash used by investing activities	(1,052,977)	(1,177,350)	(603,181)
Cash flows from financing activities			
Payments of preferred stock dividends	(23,758)	(23,758)	(23,758)
Net (decrease) increase in cash and cash equivalents			
	(1,780,816)	(212,917)	162,388
Cash and cash equivalents at beginning of period			
	4,397,281	4,610,198	4,447,810
Cash and cash equivalents at end of period			
	\$2,616,465	\$4,397,281	\$4,610,198
Supplemental disclosure of cash flow information			
Income taxes paid	\$ 28,731	\$ --	\$ --

See accompanying notes to consolidated financial statements

</TABLE>

<TABLE>

THE GOLDFIELD CORPORATION
and Subsidiaries

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

	Years Ended December 31,			
	1998	1997	1996	
<S>	<C>	<C>	<C>	
STOCKHOLDERS' EQUITY				
ACCUMULATED	Beginning balance	\$(8,544,139)	\$(8,934,352)	\$(8,572,756)
DEFICIT	Net (loss) income	(609,630)	413,971	(337,838)
	Cash dividends			
	Series A Stock			
	(per share: 7%)	(23,758)	(23,758)	(23,758)
	Ending balance	(9,177,527)	(8,544,139)	(8,934,352)
PREFERRED	Beginning and			
STOCK SERIES A	ending balance	339,407	339,407	339,407
COMMON STOCK	Beginning and			
	ending balance	2,687,211	2,687,211	2,687,211
CAPITAL	Beginning and			
SURPLUS	ending balance	18,369,860	18,369,860	18,369,860
TREASURY STOCK	Beginning and			
	ending balance	(18,720)	(18,720)	(18,720)
	Total consolidated stockholders' equity	\$12,200,231	\$12,833,619	\$12,443,406

SHARES OF CAPITAL STOCK ISSUED

PREFERRED STOCK SERIES A	Beginning and ending balance	339,407	339,407	339,407
COMMON STOCK	Beginning and ending balance	26,872,106	26,872,106	26,872,106
TREASURY STOCK	Beginning and ending balance	17,358	17,358	17,358

See accompanying notes to consolidated financial statements
</TABLE>

THE GOLDFIELD CORPORATION
and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 1998 and 1997

Note 1 - Summary of Significant Accounting Policies

Basis of Financial Statement Presentation - The accompanying consolidated financial statements include the accounts of The Goldfield Corporation ("Parent") and its subsidiaries (collectively, "the Company"), all of which are wholly-owned. All significant intercompany balances and transactions have been eliminated.

Nature of Operations - The Company's principal lines of business are electrical construction and the mining of industrial minerals as well as base and precious metals. The principal market for the Company's electrical construction operation is electric utilities in the southeastern United States. The principal market for the Company's mining operations is purchasers of zeolite products throughout the United States.

Cash and Cash Equivalents - The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

Inventories - Inventories are valued at the lower of cost or market. Cost is determined by the first-in, first-out method. Costs associated with extraction and milling or production activities are inventoried and valued at lower of cost or estimated final smelter settlement or net sales (net realizable value).

Property, Buildings, Equipment and Depreciation - Property, buildings and equipment are stated at cost. The Company provides depreciation for financial reporting purposes over the estimated useful lives of fixed assets using the straight-line and units-of-production methods.

Coal Royalty - The original Harlan coal royalty agreement provided that the Company was to receive annual minimum royalties in the amount of \$150,000. During the year ended December 31, 1996, the Company did not receive any 1996 minimum royalty payments. Effective February 14, 1997, the agreement was amended to provide for a payment of \$20,000 and monthly minimum payments of \$5,000 until all minimum royalties are collected. Such annual minimum royalties are recognized when realization of the income is assured. On January 9, 1998, the Company declared a default in the Harlan coal royalty agreement for failure to make required monthly payments. The Company has brought court action to enforce its rights under the agreement. The Company has reduced the carrying value of the royalty to zero during 1998.

Mining Revenues - Zeolite sales are recorded upon delivery. Other sales are recorded in the month of delivery. Recorded values are adjusted periodically and upon final settlement.

Mine Exploration and Development - Exploration costs and normal development costs at operating mines are charged to operations as incurred.

Long-Term Electrical Contracts - Revenues are earned under long-term fixed price contracts and units of delivery contracts. Revenues from

units of delivery contracts are recorded as the service is performed. For completed units of delivery contracts, the revenue is based on actual billings. For uncompleted units of delivery contracts the revenue is based on actual labor hours incurred and estimated final billing rates. Revenues from long-term fixed price construction contracts are recognized on the percentage-of-completion method measured by comparing the costs incurred to date to the estimated total costs to be incurred for each contract. The asset, "costs and estimated earnings in excess of billings on uncompleted contracts" represents revenues recognized in excess of amounts billed. The liability, "billings in excess of costs and estimated earnings on uncompleted contracts" represents billings in excess of revenue recognized.

Contract costs include all direct material, direct labor, subcontractor costs and other indirect costs related to contract performance, such as supplies, tools and repairs. General and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, estimated profitability and final contract settlements may result in revisions to costs and income and are recognized in the period in which the revisions are determined.

Income Taxes - The Company accounts for income taxes using the asset and liability method. Under the asset and liability method, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

Use of Estimates - Management of the Company has made a number of estimates and assumptions relating to the reporting of assets and liabilities and the disclosure of contingent assets and liabilities to prepare these financial statements in conformity with generally accepted accounting principles. Actual results could differ from those estimates.

Financial Instruments Fair Value, Concentration of Business and Credit Risks - The carrying amount reported in the balance sheet for cash and cash equivalents, accounts receivable and accrued billings, accounts payable and accrued liabilities approximates fair value because of the immediate or short-term maturity of these financial instruments. The fair value of notes receivable is considered by management to approximate carrying value. Financial instruments which potentially subject the Company to concentrations of credit risk consist principally of accounts receivable, accrued billings and retainage in the amount of \$1,849,115 at December 31, 1998 due from electrical utilities pursuant to contract terms. The Company considers these electrical utility customers to be creditworthy.

Reclassifications Certain amounts in 1997 and 1996 have been reclassified to conform to the 1998 presentation.

Note 2 Inventories

Inventories at December 31, consisted of:

<TABLE>

	1998	1997
<S>	<C>	<C>
Materials and supplies	\$257,788	\$110,399
Industrial mineral products	72,212	45,169
Ores in process	16,799	62,934
Total inventories	\$346,799	\$218,502

</TABLE>

Note 3 - Costs and Estimated Earnings on Uncompleted Contracts

Long-term fixed price construction contracts in progress accounted for using the percentage-of-completion method at December 31 consisted of:

<TABLE>

	1998	1997
<S>	<C>	<C>

Costs incurred on uncompleted contracts	\$3,201,099	\$5,269,002
Estimated earnings	1,719,030	828,429
	4,920,129	6,097,431
Less billings to date	3,140,779	5,379,119
	\$1,779,350	\$ 718,312
Included in the balance sheets under the following captions		
Costs and estimated earnings in excess of billings on uncompleted contracts	\$1,793,119	\$791,360
Billings in excess of costs and estimated earnings on uncompleted contracts	(13,769)	(73,048)
Total	\$1,779,350	\$718,312

The amounts billed but not paid by customers pursuant to retention provisions of long-term construction contracts were \$202,095 and \$346,283 at December 31, 1998 and 1997, respectively. Such retainage is expected to be collected within the next twelve months.

Note 4 Property, Buildings and Equipment

Balances of major classes of properties at December 31 consisted of:

	1998	1997
<S>	<C>	<C>
Land, mines and mining claims	\$ 5,266,753	\$ 5,255,047
Buildings and improvements	1,732,442	1,728,278
Machinery and equipment	15,542,364	14,966,807
Construction in progress	128,723	23,935
Total	22,670,282	21,974,067
Less accumulated depreciation, depletion and amortization	18,220,026	17,463,909
Net properties, buildings and equipment	\$ 4,450,256	\$ 4,510,158

As a matter of policy, management of the Company reviews the net carrying value of all properties, buildings and equipment on a periodic basis. As a result of such review, no write-down was considered necessary during any of the years in the three-year period ended December 31, 1998.

Note 5 Impairment Losses

In connection with a coal mining property in Harlan, Kentucky, formerly owned by the Company, the Company retains a coal royalty which provides for a royalty between 1 1/2% to 3% per year, originally to be paid until 2002. Effective February 14, 1997, the agreement was amended to provide for a payment of \$20,000 and monthly minimum payments of \$5,000 until all minimum royalties are collected. The expiration date of the royalty agreement was extended beyond 2002 to the extent necessary to permit payments of the \$150,000 per year minimum royalties. Since February 1996, Great Western Coal, Inc. ("Great Western"), the owner of the property, has generally failed to make the required royalty payments. On July 1, 1998, the Company filed suit against Great Western for breach of contract. Under the circumstances, management has determined the royalty interest to be an impaired asset. The fair value of the Harlan coal royalty has been determined by management to be zero as there is no open market for the sale of this royalty and future discounted cash flows have been estimated by management to be zero. The impairment loss of \$95,618 has been separately identified as a component of continuing operations. The loss, which was recognized in the second quarter of 1998, has been included in the Company's operating results from mining.

In April 1993, the capital stock of The San Pedro Mining Corporation was sold for \$1,220,000, of which \$50,000 in cash was paid at closing with the balance of the purchase price represented by a promissory note payable to the Company in equal monthly principal installments of \$15,000 plus interest through October 1999. Effective December 23, 1997, terms of the note and mortgage were modified to defer principal payments to November 1998. The purchaser failed to make the October 1998 scheduled interest payment and on-going discussions indicate that collection of the principal

balance is doubtful. Under the circumstances, management has determined the note receivable to be an impaired asset and has written off the unpaid balance of the note. Future discounted cash flows have been estimated by management to be zero. The impairment loss of \$258,538 has been separately identified as a component of continuing operations. The loss, which was recognized in the third quarter of 1998, has been included in the Company's operating results from mining.

Note 6 - Income Taxes

The income tax provisions for the years ended December 31 consisted of:

<TABLE>

	1998	1997	1996
<S>	<C>	<C>	<C>
Current			
Federal	\$ --	\$ 5,000	\$ --
State	23,322	23,731	--
	23,322	28,731	--
Deferred			
Federal	--	261,000	--
State	--	51,000	--
	--	312,000	--
Total	\$ 23,322	\$340,731	\$ --

</TABLE>

Temporary differences and carryforwards which give rise to deferred tax assets and liabilities as of December 31 consisted of:

<TABLE>

	1998	1997
<S>	<C>	<C>
Deferred tax assets		
Depletion, mineral rights and deferred development and exploration costs	\$ 354,000	\$ 324,000
Accrued workers' compensation costs	11,000	28,000
Note receivable principally due to allowance	135,000	--
Accrued vacation and bonus	25,000	14,000
Property and equipment, principally due to differences in depreciation and valuation write-downs	325,000	358,000
Contingent salary payments recorded as goodwill for tax purposes	7,000	7,000
Net operating loss carryforwards	2,722,000	2,644,000
Investment tax credit carryforwards	9,000	209,000
Alternative minimum tax credit carryforwards	262,000	262,000
	3,850,000	3,846,000
Valuation allowance for deferred tax assets	(3,265,000)	(3,298,000)
Total deferred tax assets	585,000	548,000
Deferred tax liabilities		
Deferred gain on sale of subsidiary	(37,000)	--
Total net deferred tax assets	\$ 548,000	\$ 548,000

</TABLE>

The Company has recorded a valuation allowance to reflect the estimated amount of deferred tax assets which may not be realized. In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the projected future taxable income and tax planning strategies in making this assessment. The Company decreased the valuation allowance for net deferred tax assets by \$33,000 for the year ended December 31, 1998.

At December 31, 1998, the Company had tax net operating loss carryforwards of approximately \$7,000,000 available to offset future regular taxable income, which if unused, will expire from 2000 through 2018.

Additionally, the Company at December 31, 1998 had investment tax credit carryforwards of approximately \$9,000 available to reduce future Federal

income taxes, which if unused, will expire in 2000. In addition, the Company has alternative minimum tax credit carryforwards of approximately \$262,000, which are available to reduce future Federal income taxes over an indefinite period.

The differences between the Company's effective income tax rate and the Federal statutory rate for the years ended December 31 are reconciled below:

<TABLE>

	1998	1997	1996
<S>	<C>	<C>	<C>
Federal statutory rate (benefit)	(34.0)%	34.0%	(34.0)%
State income tax	3.8	6.5	(3.6)
Non-deductible expenses	6.6	2.5	6.4
Expiration of investment tax credits	32.8	7.4	--
Valuation allowance	(5.4)	(5.2)	31.2
Total	3.8%	45.2%	-- %

</TABLE>

Note 7 - Employee Benefit Agreements and 401(k) Plan

Beginning in 1989, the Company entered into employee benefit agreements with certain employees of the Company. Under the terms of the agreements, the Company buys life insurance policies that build cash surrender value while also providing life insurance benefits for the employee. The Company is entitled to a refund of all previously paid premiums or the cash surrender value of the policy, whichever is lower, if the agreement is terminated prior to the employee attaining the age of 65. After an employee reaches age 65, the Company is entitled to a refund of all previously paid premiums in ten annual installments. In the event of death, the Company will immediately be entitled to a refund of all previously paid premiums. The Company may terminate the agreements at any time by giving written notice to the employee.

Effective January 1, 1995, the Company adopted The Goldfield Corporation and Subsidiaries Employee Savings and Retirement Plan, a defined contribution plan that qualifies under Section 401(k) of the Internal Revenue Code. The plan provides retirement benefits to all employees who meet eligibility requirements and elect to participate. Under the plan, participating employees may defer up to 15% of their pre-tax compensation per calendar year subject to Internal Revenue Code limits. The Company's contributions to the plan are discretionary and amounted to approximately \$95,000, \$96,000 and \$79,000 for the years ended December 31, 1998, 1997 and 1996, respectively.

Note 8 Accounts Payable and Accrued Liabilities

Accounts payable and accrued liabilities at December 31 consisted of:

<TABLE>

	1998	1997
<S>	<C>	<C>
Accounts payable	\$1,277,929	\$430,176
Bonuses	331,267	199,382
Payroll and related expenses	149,300	130,970
Worker's compensation insurance reserve	29,927	73,302
Insurance	80,157	29,735
Other	36,877	53,714
Total	\$1,905,457	\$917,279

</TABLE>

Note 9 - Preferred and Common Stock

The Series A 7% Voting Cumulative Convertible Preferred Stock ("Series A Stock") is convertible into common stock, presently at the rate of 1.144929 shares of common stock for each share of Series A Stock, and has an annual dividend rate of \$.07 per share. The Series A Stock may be redeemed by the Company at par. Holders of the Series A Stock have the same voting rights as common stockholders (except under certain circumstances arising from the failure to pay dividends on the Series A Stock) and have certain rights not held by common stockholders such as preferences in liquidation and controlling voting rights in certain mergers, sales and amendments to the Certificate of Incorporation.

At December 31, 1998, 26,872,106 shares of Common Stock were issued and 388,597 shares of Common Stock were reserved for possible conversion of the Series A Stock.

Note 10 - The Goldfield Corporation 1998 Executive Long-Term Incentive Plan

In 1998 the stockholders of the Company approved the 1998 Executive Long-Term Incentive Plan, which plan permits the granting of Nonqualified Stock Options, Incentive Stock Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Performance Units, Performance Share and other awards to all officers and key employees of the Company and its subsidiaries. Shares granted pursuant to the plan may be authorized but unissued shares of Common Stock, Treasury shares or shares purchased on the open market. Sale price for common stock will be based on fair market value at date of grant. The maximum number of shares available for grant under the plan shall be 1,300,000.

As of December 31, 1998, no options have been granted nor shares issued in connection with the Executive Long-Term Incentive Plan.

Note 11 Basic (Loss) Earnings Per Share of Common Stock

Basic (loss) earnings per common share, after deducting dividend requirements on the Company's Series A Stock of \$23,758 in each of the years ended December 31, 1998, 1997 and 1996 was based on the weighted average number of shares of Common Stock outstanding, excluding 17,358 shares of Treasury Stock for each of the years ended December 31, 1998, 1997 and 1996. Convertible Preferred Stock is not considered in the basic (loss) earnings calculation because its effect would be anti-dilutive.

Note 12 - Other Income, Net

Other income, net for the years ended December 31 consisted of:

<TABLE>

	1998	1997	1996
<S>	<C>	<C>	<C>
Interest income	\$221,775	\$300,241	\$283,538
Recognized gain on installment sale of subsidiary (Note 5)	--	66,313	24,360
Recognized gain on installment sale of lots	87,785	221	--
Gain (loss) on sale of equipment	(32,215)	14,499	32,288
Other	15,501	25,777	48,511
Total other income, net	\$292,846	\$407,051	\$388,697

</TABLE>

Note 13 - Credit Facility

Under an unsecured line of credit arrangement expiring April 30, 1999 (guaranteed by the Company), the Company's electrical construction subsidiary may borrow up to \$1,000,000 at the bank's prime rate of interest. At December 31, 1998 and 1997, no borrowings were outstanding under this line of credit; however, during 1998 and 1997, \$100,000 of the line of credit was reserved for a standby letter of credit for the outstanding self-insured workers compensation claims. All stated conditions related to this available credit line have been complied with in 1998 and 1997.

Note 14 - Acquisition of Fiber Optic Services

In January 1996, the Company acquired the fixed assets of Fiber Optic Services for payments of \$173,138 and contingent payments equal to 2 1/2 times their average pre-tax earnings for the five years ended December 31, 2000. This acquisition was accounted for as a purchase. Accordingly, the initial payments were allocated to the fixed assets acquired based upon their estimated fair market values. Contingent payments will be treated as compensation expense in the period incurred.

Fiber Optic Services is engaged in the construction of fiber optic communication systems throughout the United States primarily for electric utilities and communication companies.

Note 15 - Business Segment Information

The Company adopted SFAS No. 131, Disclosure About Segments of an Enterprise and Related Information, in 1998. The adoption of this statement did not have any effect on either the current or prior years' presentation of reportable segments. The Company is primarily involved in two lines of business, mining and electrical construction. There were no material amounts of sales or transfers between lines of business and no material amounts of export sales. Any intersegment sales have been eliminated. The following table sets forth certain segment information for the periods indicated:

<TABLE>

	1998	1997	1996
<S>	<C>	<C>	<C>
Sales from operations to unaffiliated customers			
Electrical construction	\$14,447,808	\$13,742,723	\$11,628,898
Mining	2,041,259	1,814,583	1,506,797
Total	\$16,489,067	\$15,557,306	\$13,135,695
Gross profit			
Electrical construction	\$ 1,232,711	\$ 1,715,608	\$ 578,265
Mining	(656,538)	(82,003)	(179,452)
Total gross profit	576,173	1,633,605	398,813
Interest and other income, net	292,846	407,051	388,697
General corporate expenses	(1,455,327)	(1,285,954)	(1,125,348)
(Loss) income from operations before income taxes	\$ (586,308)	\$ 754,702	\$ (337,838)
Identifiable assets			
Electrical construction	\$ 8,916,375	\$ 7,365,219	\$ 6,459,253
Mining	2,586,344	2,745,216	2,835,680
Corporate	2,710,430	3,856,107	4,357,310
Total	\$14,213,149	\$13,966,542	\$13,652,243
Capital expenditures			
Electrical construction	\$ 901,347	\$1,120,678	\$579,032
Mining	191,034	152,783	79,783
Corporate	101,303	177,453	77,591
Total	\$1,193,684	\$1,450,914	\$736,406
Depreciation, amortization and depletion			
Electrical construction	\$ 692,350	\$ 666,047	\$568,127
Mining	313,701	340,784	306,798
Corporate	66,825	51,572	41,801
Total	\$1,072,876	\$1,058,403	\$916,726

</TABLE>

Gross profit is total operating revenue less operating expenses. Gross profit excludes general corporate expenses, interest expense, interest income and income taxes. Royalty income (loss) is included in the calculation of gross profit for the mining segment. Identifiable assets by industry are used in the operations of each industry.

Sales (in thousands of dollars) to major customers exceeding 10% of total sales follows:

<TABLE>

	1998	1997	1996
	% of Total	% of Total	% of Total
<S>	Amount Sales	Amount Sales	Amount Sales
	<C>	<C>	<C>
Electrical construction			
Customer A	\$2,910	19	\$2,171 17
Customer B		3,081	23

Customer C		1,526	10
Customer D	\$2,321	14	3,383 22
Customer E	2,490	15	

Item 9. Changes In and Disagreements With Accountants on Accounting and Financial Disclosure.

None.

PART III

Item 10. Directors and Executive Officers of the Registrant.

Information concerning the directors of the Company will be contained under "Election of Directors" in the Company's 1999 Proxy Statement, which information is incorporated by reference.

The executive officers of the Company are as follows:

<TABLE>

Name and Title(1)	Year In Which Service Began As Officer	Age
<S>	<C>	<C>
John H. Sottile Chairman of the Board of Directors, President and Chief Executive Officer, Director	1983	51
John M. Starling Secretary, Director	1996	69
Stephen R. Wherry, Vice President, Treasurer and Chief Financial Officer	1988	40

(1) As of March 1, 1999.

</TABLE>

Throughout the past five years John H. Sottile and Stephen R. Wherry have been principally employed as executive officers of the Company.

John H. Sottile has served as Chairman of the Board of Directors since May 1998.

John M. Starling has been an executive officer of the Company since March 15, 1996. Since June 1998, Mr. Starling has been the principal for the law firm of John M. Starling, P.A. From March 1998 to June 1998, Mr. Starling acted as Of Counsel for the law firm of Dwight W. Severs & Associates, P.A. Between January 1, 1995 and March 1, 1998, Mr. Starling acted as Of Counsel for the law firm of Severs, Stadler & Harris, P.A. Prior to such time, Mr. Starling was a member of the law firm of Holland, Starling, Severs, Stadler & Friedland, P.A.

The term of office of all directors is until the next annual meeting and the term of office of all officers is for one year and until their successors are chosen and qualify.

Item 11. Executive Compensation.

Information concerning executive compensation will be contained under "Executive Compensation" in the Company's 1999 Proxy Statement, which information is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management.

Information concerning the security ownership of the directors and officers of the registrant will be contained under "Ownership of Voting Securities by Certain Beneficial Owners and Management" in the Company's 1999 Proxy Statement, which information is incorporated herein by reference.

Item 13. Certain Relationships and Related Transactions.

Information concerning relationships and related transactions of the directors and officers of the Company will be contained under "Election of Directors" in the Company's 1999 Proxy Statement, which information is incorporated herein by reference.

PART IV

Item 14. Exhibits, Financial Statement Schedules, and Reports on Form 8-K.

(a) Financial Statements	Page
Report of Independent Certified Public Accountants	15
Consolidated Balance Sheets - December 31, 1998 and 1997	16
Consolidated Statements of Operations - Three Years ended December 31, 1998	17
Consolidated Statements of Cash Flows - Three Years ended December 31, 1998	18
Consolidated Statements of Stockholders' Equity - Three Years ended December 31, 1998	19
Notes to Consolidated Financial Statements	20

(b) Reports on Form 8-K

No reports on Form 8-K were filed during the fourth quarter ended December 31, 1998.

(c) Exhibits

- 3-1 Restated Certificate of Incorporation of the Company, as amended, is hereby incorporated by reference to Exhibit 3-1 of the Company's Annual Report on Form 10-K for the year ended December 31, 1987, heretofore filed with the Commission (file No. 1-7525).
- 3-2 By-Laws of the Company, as amended, is hereby incorporated by reference to Exhibit 3-2 of the Company's Annual Report on Form 10-K for the year ended December 31, 1987, heretofore filed with the Commission (file No. 1-7525).
- 4-1 Action by Unanimous Consent of Holders of Preferred Stock as of September 30, 1979 permanently waiving mandatory redemption is hereby incorporated by reference to Exhibit 3-5 of the Company's Registration Statement on Form S-1, No. 2-65781, heretofore filed with the Commission on November 28, 1979.
- 4-2 Specimen copy of Company's Common Stock certificate is hereby incorporated by reference to Exhibit 4-5 of the Company's Annual Report on Form 10-K for the year ended December 31, 1987, heretofore filed with the Commission (file No. 1-7525).
- *4-3 The Goldfield Corporation 1998 Executive Long-Term Incentive Plan.
- 10-2 Employment Agreement effective January 15, 1985 between The Goldfield Corporation and John H. Sottile is hereby incorporated by reference to Exhibit 10-6 of the Company's Registration Statement on Form S-1, No. 33-3866, heretofore filed with the Commission on March 10, 1986.
- 10-2(a) Amendment dated February 25, 1986 to the Employment Agreement included in Exhibit 10-2 is hereby incorporated by reference to Exhibit 10-6(a) of the Company's Registration Statement on Form S-1, No. 33-3866, heretofore filed with the Commission on March 10, 1986.

- 10-2(b) Amendment dated September 23, 1988 to Employment Agreement effective January 15, 1985 between The Goldfield Corporation and John H. Sottile is hereby incorporated by reference to Exhibit 10-2(b) to the Company's report on Form 10-Q for the quarter ended September 30, 1988, heretofore filed with the Commission (file No. 1-7525).
- 10-2(c) Amendment dated February 27, 1990 to Employment Agreement effective January 15, 1985 between The Goldfield Corporation and John H. Sottile, is hereby incorporated by reference to Exhibit 10-2(c) of the Company's Annual Report on Form 10-K for the year ended December 31, 1989, heretofore filed with the Commission (file No. 1-7525).
- 10-2(d) Amendment dated January 29, 1992 to Employment Agreement effective January 15, 1985 between The Goldfield Corporation and John H. Sottile, is hereby incorporated by reference to Exhibit 10-2(d) of the Company's Annual Report on Form 10-K for the year ended December 31, 1991, heretofore filed with the Commission (file No. 1-7525).
- 10-2(e) Amendment dated September 15, 1995 to Employment Agreement effective January 15, 1985 between The Goldfield Corporation and John H. Sottile, is hereby incorporated by reference to Exhibit 10-2(e) of the Company's report on Form 10-Q for the quarter ended September 30, 1995, heretofore filed with the Commission (file No. 1-7525).
- 10-3 Employment Agreement dated January 1, 1986 among John H. Sottile, Southeast Power Corporation and The Goldfield Corporation is hereby incorporated by reference to Exhibit 10-8 of the Company's Registration Statement on Form S-1, No. 33-3866, heretofore filed with the Commission on March 10, 1986.
- 10-3(a) Amendment No. 1 to Employment Agreement dated January 1, 1986 among John H. Sottile, Southeast Power Corporation and The Goldfield Corporation is hereby incorporated by reference to Exhibit 10-4(a) of the Company's report on Form 10-Q for the quarter ended September 30, 1988, heretofore filed with the Commission (file No. 1-7525).
- 10-3(b) Amendment No. 2 to Employment Agreement dated January 1, 1986 among John H. Sottile, Southeast Power Corporation and The Goldfield Corporation, is hereby incorporated by reference to Exhibit 10-4(b) of the Company's Annual Report on Form 10-K for the year ended December 31, 1991, heretofore filed with the Commission (file No. 1-7525).
- 10-3(c) Amendment dated September 11, 1995 to Employment Agreement effective January 1, 1986 between Southeast Power Corporation and John H. Sottile, is hereby incorporated by reference to Exhibit 10-4(c) of the Company's report on Form 10-Q for the quarter ended September 30, 1995 heretofore filed with the Commission (file No. 1-7525).
- 10-4 Employee Benefit Agreement dated November 20, 1989 between The Goldfield Corporation and John H. Sottile, is hereby incorporated by reference to Exhibit 10-5 of the Company's Annual Report on Form 10-K for the year ended December 31, 1989, heretofore filed with the Commission (file No. 1-7525).
- 10-5 Employee Benefit Agreement dated November 16, 1989 between The Goldfield Corporation and Stephen R. Wherry, is hereby incorporated by reference to Exhibit 10-6 of the Company's Annual Report on Form 10-K for the year ended December 31, 1989, heretofore filed with the Commission (file No. 1-7525).
- 10-6 Stock Purchase Agreement dated April 12, 1993 between Florida Transport Corporation and Royalstar Southwest, Inc. relating to the sale of San Pedro Mining Corporation is hereby incorporated by reference to Exhibit 10-13 of the Company's Annual Report on Form 10-K for the year ended December 31, 1993, heretofore filed with the Commission.

10-6(a) Amendment dated April 3, 1996 to Promissory Note dated April 12, 1993 between Florida Transport Corporation and The San Pedro Mining Corporation, Royalstar Resources Ltd., and Royalstar Southwest is hereby incorporated by reference to Exhibit 10-6(a) of the Company's Annual Report on Form 10-K for the year ended December 31, 1996, heretofore filed with the Commission (file No. 1-7525).

10-6(b) Amendment dated February 18, 1997 to Promissory Note dated April 12, 1993 between Florida Transport Corporation and The San Pedro Mining Corporation, Royalstar Resources Ltd., and Royalstar Southwest is hereby incorporated by reference to Exhibit 10-6(b) of the Company's Annual Report on Form 10-K for the year ended December 31, 1996, heretofore filed with the Commission (file No. 1-7525).

10-6(c) Amendment dated May 2, 1997 to Promissory Note dated April 12, 1993 between Florida Transport Corporation and The San Pedro Mining Corporation, Royalstar Resources Ltd., and Royalstar Southwest is hereby incorporated by reference to Exhibit 10-6(c) of the Company's report on Form 10-Q for the quarter ended March 31, 1997, heretofore filed with the Commission (file No. 1-7525).

10-6(d) Amendment dated December 23, 1997 to the Modification of Secured Term Note, Mortgage, Security Agreement and Financing Statements between Florida Transport Corporation and The San Pedro Mining Corporation, Royalstar Resources Ltd. and Royalstar Southwest, Inc.

10-7 The Goldfield Corporation and Subsidiaries Standardized Adoption Agreement and Prototype Cash or Deferred Profit-Sharing Plan and Trust Basic Plan Document #3 effective January 1, 1995, is hereby incorporated by reference to Exhibit 10-9 of the Company's report on Form 10-Q for the quarter ended March 31, 1995, heretofore filed with the Commission (file No. 1-7525).

10-8 Royalty Agreement dated February 19, 1982 between Bow Valley Coal Resources, Inc. and Northern Goldfield Investments, Ltd., Inc. is hereby incorporated by reference to Exhibit 10-8 of the Company's Annual Report on Form 10-K for the year ended December 31, 1996, heretofore filed with the Commission (file No. 1-7525).

10-8(a) Amendment dated February 14, 1997 to Royalty Agreement dated February 19, 1982 between Great Western Coal Inc. dba New Horizons Coal Inc. and The Goldfield Corporation is hereby incorporated by reference to Exhibit 10-8(a) of the Company's Annual Report on Form 10-K for the year ended December 31, 1996, heretofore filed with the Commission (file No. 1-7525).

11 For computation of per share earnings, see note 11 of notes to consolidated financial statements.

*21 Subsidiaries of Registrant

*23 Consent of Independent Auditors

*24 Powers of Attorney

(a) Powers of Attorney

(b) Certified resolution of the Registrant's Board of Directors authorizing officers and directors signing on behalf of the Registrant to sign pursuant to a power of attorney.

*27 Financial Data Schedule (submitted electronically for SEC information only)

* Filed herewith.

SIGNATURES

Pursuant to the requirements of Section 13 or 15 (d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Dated: March 10, 1999

THE GOLDFIELD CORPORATION

By /s/ John H. Sottile
(John H. Sottile)
Chairman of the Board of Directors, President, Chief Executive
Officer and Director

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities indicated on March 10, 1999.

Signature	Title
/s/ John H. Sottile (John H. Sottile)	Chairman of the Board of Directors, President, Chief Executive Officer and Director
/s/ Stephen R. Wherry (Stephen R. Wherry)	Vice President, Finance and Chief Financial Officer (Principal Financial Officer), Treasurer and Principal Accounting Officer
* (John M. Starling)	Director and Secretary
* (John P. Fazzini)	Director
* (Danforth E. Leitner)	Director
* (Dwight W. Severs)	Director

*By: /s/ John H. Sottile
John H. Sottile
Attorney-in-Fact

The Goldfield Corporation

THE GOLDFIELD CORPORATION 1998
EXECUTIVE LONG-TERM INCENTIVE PLAN

PLAN INFORMATION

THIS DOCUMENT CONSTITUTES PART OF A PROSPECTUS COVERING SECURITIES
THAT HAVE BEEN REGISTERED UNDER THE
SECURITIES ACT OF 1933.

1,300,000 Shares of Common Stock, \$.10 par value

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE
SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION
NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE
SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY
OF THE PROSPECTUS. ANY REPRESENTATION TO THE
CONTRARY IS A CRIMINAL OFFENSE.

February 12, 1999

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THE GOLDFIELD CORPORATION
1998 EXECUTIVE LONG-TERM INCENTIVE PLAN

Article I. Establishment, Purpose and Duration

A. Establishment of the Plan. The Goldfield Corporation,

a Delaware corporation (hereinafter referred to as the "Company"), hereby establishes an incentive compensation plan to be known as the "The Goldfield Corporation 1998 Executive Long-Term Incentive Plan" (hereinafter referred to as the "Plan"), as set forth in this document. The Plan permits the grant of Nonqualified Stock Options (NQSO), Incentive Stock Options (ISO), Stock Appreciation Rights (SAR), Restricted Stock, Restricted Stock Units, Performance Units, Performance Shares and other awards.

The Plan shall become effective when approved by the shareholders at the Annual Meeting on June 2, 1998 (the "Effective Date"), and shall remain in effect as provided in Section 1.3 herein.

B. Purpose of the Plan. The purpose of the Plan is to promote the success and enhance the value of the Company by linking the personal interests of Participants to those of Company shareholders and customers.

The Plan is further intended to provide flexibility to the Company in its ability to motivate, attract and retain the services of Participants upon whose judgment, interest and special effort the successful conduct of its operations is largely dependent.

C. Duration of the Plan. The Plan shall commence on the Effective Date, as described in Section 1.1 herein, and shall remain in effect, subject to the right of the Board of Directors to terminate the Plan at any time pursuant to Article 15 herein, until all Shares subject to it shall have been purchased or acquired according to the Plan's provisions.

Article II. Definitions

Whenever used in the Plan, the following terms shall have the meanings set forth below and, when such meaning is intended, the initial letter of the word is capitalized:

A. "Award" means, individually or collectively, a grant under the Plan of NQSOs, ISOs, SARs, Restricted Stock, Restricted Stock Units, Performance Units, Performance Shares or any other type of award permitted under Article 10 of the Plan.

B. "Award Agreement" means an agreement entered into by each Participant and the Company, setting forth the terms and provisions applicable to an Award granted to a Participant under the Plan.

C. "Base Value" of an SAR shall have the meaning set forth in Section 7.1 herein.

D. "Board" or "Board of Directors" means the Board of Directors of the Company.

E. "Change in Control" means the earliest of the following to occur: (a) the acquisition by any Person of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of the combined voting power of the then outstanding securities of the Company entitled to vote generally in the election of directors ("Outstanding Company Voting Securities"); provided, however, that the following acquisitions shall not constitute a Change of Control: (i) any acquisition directly from the Company, (ii) any acquisition by the Company or any subsidiary thereof, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company or (iv) any acquisition by any corporation pursuant to a transaction described in clauses (i), (ii) and (iii) of paragraph (c) below; or (b) individuals who, as of January 1, 1998, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however that any individual becoming a director subsequent to January 1, 1998,

whose election or nomination for election by the Company's shareholders was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board; or (c) the effective date of a reorganization, merger or consolidation of the Company (a "Business Combination"), in each case, unless, following such Business Combination, (i) all or substantially all of the individuals and entities who were the beneficial owners of the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 80% of the combined voting power of the then outstanding securities entitled to vote generally in the election of directors of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Company through one or more subsidiaries) in substantially the same proportion as their ownership, immediately prior to such Business Combination, of the Outstanding Company Voting Securities, (ii) no Person (excluding any employee benefit plan (or related trust) of the Company or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 20% or more of the combined voting power of the then outstanding voting securities of such corporation except to the extent that such ownership existed prior to the Business Combination and (iii) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination; or (d) the effective date of (i) a complete liquidation or dissolution of the Company or (ii) the sale or other disposition of all or substantially all of the assets of the Company, other than to a corporation, with respect to which following such sale or other disposition (A) 80% of the combined voting power of the then outstanding securities of such corporation entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Voting Securities immediately prior to such sale or other disposition, in substantially the same proportion as their ownership, immediately prior to such sale or other disposition, of the Outstanding Company Voting Securities, (B) less than 20% of the combined voting power of the then outstanding voting securities of such corporation entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by any Person (excluding any employee benefit plan (or related trust) of the Company or such corporation), except to the extent that such Person owned 20% or more of the Outstanding Company Voting Securities prior to the sale or disposition and (C) at least a majority of the members of the board of directors of such corporation were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such sale or other disposition of assets of the Company or were elected, appointed or nominated by the Board.

F. "Code" means the Internal Revenue Code of 1986, as amended from time to time.

G. "Committee" means the committee, as specified in Article 3, appointed by the Board to administer the Plan with respect to Awards.

H. "Company" means The Goldfield Corporation, a Delaware corporation, or any successor thereto as provided in Article 17 herein.

I. "Director" means any individual who is a member of the Board of Directors of the Company.

J. "Dividend Equivalent" means, with respect to Shares subject to an Award, a right to be paid an amount equal to dividends declared on an equal number of outstanding Shares.

K. "Eligible Employee" means an Employee who is eligible to participate in the Plan, as set forth in Section 5.1 herein.

L. "Employee" means any full-time or regularly-scheduled part-time employee of the Company or of the Company's Subsidiaries, who is not covered by any collective bargaining agreement to which the Company or any of its Subsidiaries is a party. Directors who are not otherwise employed by the Company shall not be considered Employees for purposes of the Plan. For purposes of the Plan, transfer of employment of a Participant between the Company and any one of its Subsidiaries (or between Subsidiaries) shall not be deemed a termination of employment.

M. "Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, or any successor act thereto.

N. "Exercise Period" means the period during which an SAR or Option is exercisable, as set forth in the related Award Agreement.

O. "Fair Market Value" of the Company's common stock on a Trading Day shall mean the last reported sale price for common stock or, in case no such reported sale takes place on such Trading Day, the average of the closing bid and asked prices for the common stock for such Trading Day, in either case on the principal national securities exchange on which the common stock is listed or admitted to trading, or if the common stock is not listed or admitted to trading on any national securities exchange, but is traded in the over-the-counter market, the closing sale price of the common stock or, if no sale is publicly reported, the average of the closing bid and asked quotations for the common stock, as reported by the National Association of Securities Dealers Automated Quotation System ("NASDAQ") or any comparable system or, if the common stock is not listed on NASDAQ or a comparable system, the closing sale price of the common stock or, if no sale is publicly reported, the average of the closing bid and asked prices, as furnished by two members of the National Association of Securities Dealers, Inc. who make a market in the common stock selected from time to time by the Company for that purpose. In addition, for purposes of this definition, a "Trading Day" shall mean, if the common stock is listed on any national securities exchange, a business day during which such exchange was open for trading and at least one trade of common stock was effected on such exchange on such business day, or, if the common stock is not listed on any national securities exchange but is traded in the over-the-counter market, a business day during which the over-the-counter market was open for trading and at least one "eligible dealer" quoted both a bid and asked price for the common stock. An "eligible dealer" for any day shall include any broker-dealer who quoted both a bid and asked price for such day, but shall not include any broker-dealer who quoted only a bid or only an asked price for such day. In the event the Company's common stock is not publicly traded, the Fair Market Value of such common stock shall be determined by the Committee in good faith.

P. "Freestanding SAR" means an SAR that is granted independently of any Option.

Q. "Incentive Stock Option" or "ISO" means an option to purchase Shares, granted under Article 6 herein, which is designated as an Incentive Stock Option and satisfies the requirements of Section 422 of the Code.

R. "Nonqualified Stock Option" or "NQSO" means an option to purchase Shares, granted under Article 6 herein, which is not intended to be an Incentive Stock Option under Section 422 of the Code.

S. "Option" means an Incentive Stock Option or a Nonqualified Stock Option.

T. "Option Exercise Price" means the price at which a Share may be purchased by a Participant pursuant to an Option, as

determined by the Committee and set forth in the Option Award Agreement.

U. "Participant" means an Employee who has outstanding an Award granted under the Plan.

V. "Performance Period" means the time period during which Performance Unit/Performance Shares performance goals must be met.

W. "Performance Share" means an Award granted to an Eligible Employee, as described in Article 9 herein.

X. "Performance Unit" means an Award granted to an Eligible Employee, as described in Article 9 herein.

Y. "Period of Restriction" means the period during which the transfer of Restricted Stock is limited in some way, as provided in Article 8 herein.

Z. "Person" shall have the meaning ascribed to such term in Section 3(a)(9) of the Exchange Act, as used in Sections 13(d) and 14(d) thereof, including usage in the definition of a "group" in Section 13(d) thereof.

AA. "Plan" means The Goldfield Corporation 1998 Executive Long-Term Incentive Plan.

BB. "Restricted Stock" means an Award of Shares granted to an Eligible Employee pursuant to Article 8 herein.

CC. "Restricted Stock Unit" means an Award granted to an Eligible Employee pursuant to Article 8 herein.

DD. "Shares" means the shares of common stock, \$.10 par value per share, of the Company.

EE. "Stock Appreciation Right" or "SAR" means a right, granted alone or in connection with a related Option, designated as an SAR, to receive a payment on the day the right is exercised, pursuant to the terms of Article 7 herein. Each SAR shall be denominated in terms of one Share.

FF. "Subsidiary" means any corporation that is a "subsidiary corporation" of the Company as that term is defined in Section 424(f) of the Code.

GG. "Tandem SAR" means an SAR that is granted in connection with a related Option, the exercise of which shall require forfeiture of the right to purchase a Share under the related Option (and when a Share is purchased under the Option, the Tandem SAR shall be similarly canceled).

Article III. Administration

A. The Committee. The Plan shall be administered by a committee (the "Committee") consisting solely of two or more members of the Board. The members of the Committee shall be appointed from time to time by, and shall serve at the discretion of, the Board of Directors.

B. Authority of the Committee. The Committee shall have full power except as limited by law, the Articles of Incorporation and the Bylaws of the Company, subject to such other restricting limitations or directions as may be imposed by the Board and subject to the provisions herein, to determine the Employees to receive Awards; to determine the size and types of Awards; to determine the terms and conditions of such Awards; to construe and interpret the Plan and any agreement or instrument entered into under the Plan; to establish, amend or waive rules and regulations for the Plan's administration; and (subject to the provisions of Article 15 herein) to amend the terms and conditions of any outstanding Award. Further, the Committee shall make all other

determinations which may be necessary or advisable for the administration of the Plan. As permitted by law, the Committee may delegate its authorities as identified hereunder.

C. Restrictions on Distribution of Shares and Share Transferability. Notwithstanding any other provision of the Plan, the Company shall have no liability to deliver any Shares or benefits under the Plan unless such delivery would comply with all applicable laws (including, without limitation, the Securities Act of 1933) and applicable requirements of any securities exchange or similar entity and unless the Participant's tax obligations have been satisfied as set forth in Article 16. The Committee may impose such restrictions on any Shares acquired pursuant to Awards under the Plan as it may deem advisable, including, without limitation, restrictions to comply with applicable Federal securities laws, with the requirements of any stock exchange or market upon which such Shares are then listed and/or traded and with any blue sky or state securities laws applicable to such Shares.

D. Decisions Binding. All determinations and decisions made by the Committee pursuant to the provisions of the Plan and all related orders or resolutions of the Board shall be final, conclusive and binding on all persons, including the Company, its shareholders, Employees, Participants and their estates and beneficiaries.

E. Costs. The Company shall pay all costs of administration of the Plan.

Article IV. Shares Subject to the Plan

A. Number of Shares. Subject to Section 4.2 herein, the maximum number of Shares available for grant under the Plan shall be 1,342,737. Shares underlying lapsed or forfeited Awards, or Awards that are not paid in Shares, may be reused for other Awards; if the Option Exercise Price is satisfied by tendering Shares, only the number of Shares issued net of the Shares tendered shall be deemed issued under the Plan. Shares granted pursuant to the Plan may be (i) authorized but unissued Shares of Common Stock, (ii) Treasury Shares or (iii) Shares purchased on the open market.

B. Adjustments in Authorized Shares and Awards. In the event of any merger, reorganization, consolidation, recapitalization, liquidation, stock dividend, split-up, spin-off, share combination, share exchange or other change in the corporate structure of the Company affecting the Awards of the Shares, such adjustment shall be made in the outstanding Awards, the number and class of Shares which may be delivered under the Plan, and in the number and class of and/or price of Shares subject to outstanding Awards granted under the Plan, as may be determined to be appropriate and equitable by the Committee, in its sole discretion, to prevent dilution or enlargement of rights. Notwithstanding the foregoing, (i) each such adjustment with respect to an Incentive Stock Option shall comply with the rules of Section 424(a) of the Code and (ii) in no event shall any adjustment be made which would render any Incentive Stock Option granted hereunder to be other than an incentive stock option for purposes of Section 422 of the Code.

Article V. Eligibility and Participation

A. Eligibility. Persons eligible to participate in the Plan ("Eligible Employees") include all officers and key employees of the Company and its Subsidiaries, as determined by the Committee, including Employees who are members of the Board, but excluding Directors who are not Employees.

B. Actual Participation. Subject to the provisions of the Plan, the Committee may, from time to time, select from all

Eligible Employees those to whom Awards shall be granted.

Article VI. Stock Options

A. Grant of Options. Subject to the terms and conditions of the Plan, Options may be granted to an Eligible Employee at any time and from time to time, as shall be determined by the Committee.

The Committee shall have complete discretion in determining the number of Shares subject to Options granted to each Eligible Employee (subject to Article 4 herein) and, consistent with the provisions of the Plan, in determining the terms and conditions pertaining to such Options. The Committee may grant ISOs, NQSOs or a combination thereof.

B. Option Award Agreement. Each Option grant shall be evidenced by an Option Award Agreement that shall specify the Option Exercise Price, the term of the Option, the number of Shares to which the Option pertains, the Exercise Period and such other provisions as the Committee shall determine, including but not limited to any rights to Dividend Equivalents. The Option Award Agreement shall also specify whether the Option is intended to be an ISO or a NQSO.

The Option Exercise Price for each Share purchasable under any ISO granted hereunder shall be such amount as the Committee shall, in its best judgment, determine to be not less than one hundred percent (100%) of the Fair Market Value per Share at the date the Option is granted; and provided, further, that in the case of an ISO granted to a person who, at the time such ISO is granted, owns shares of stock of the Company or of any Subsidiary which possess more than ten percent (10%) of the total combined voting power of all classes of shares of stock of the Company or of any Subsidiary, the Option Exercise Price for each Share shall be such amount as the Committee, in its best judgment, shall determine to be not less than one hundred ten percent (110%) of the Fair Market Value per Share at the date the Option is granted. The Option Exercise Price will be subject to adjustment in accordance with the provisions of Section 4.2 of the Plan.

No ISO by its terms shall be exercisable after the expiration of ten (10) years from the date of grant of the Option; provided, however, in the case of an ISO granted to a person who, at the time such Option is granted, owns shares of stock of the Company or of any Subsidiary possessing more than ten percent (10%) of the total combined voting power of all classes of shares of stock of the Company or of any Subsidiary, such Option shall not be exercisable after the expiration of five (5) years from the date such Option is granted.

No ISO may be granted after the expiration of ten (10) years from the date the Plan is adopted, or the date the Plan is approved by the shareholders of the Company, whichever is earlier.

C. Exercise of and Payment for Options. Options granted under the Plan shall be exercisable at such times and shall be subject to such restrictions and conditions as the Committee shall in each instance approve.

A Participant may exercise an Option at any time during the Exercise Period. Options shall be exercised by the delivery of a written notice of exercise to the Company, setting forth the number of Shares with respect to which the Option is to be exercised, accompanied by provision for full payment for the Shares.

The Option Exercise Price shall be payable: (a) in cash or its equivalent, (b) by tendering previously acquired Shares having an aggregate Fair Market Value at the time of exercise equal to the total Option Exercise Price (provided that the Shares which are tendered must have been held by the Participant for at least

six (6) months prior to their tender to satisfy the Option Exercise Price), (c) by broker-assisted cashless exercise or (d) by a combination of (a), (b) and/or (c).

As soon as practicable after receipt of a written notification of exercise of an Option and provision for full payment therefor, there shall be delivered to the Participant, in the Participant's name, Share certificates in an appropriate amount based upon the number of Shares purchased under the Option(s).

D. Termination of Employment. Each Option Award Agreement shall set forth the extent to which the Participant shall have the right to exercise the Option following termination of the Participant's employment with the Company and its Subsidiaries. Such provisions shall be determined in the sole discretion of the Committee (subject to applicable law), shall be included in the Option Award Agreement entered into with Participants, need not be uniform among all Options granted pursuant to the Plan or among Participants and may reflect distinctions based on the reasons for termination of employment.

E. Transferability of Options. Except as otherwise determined by the Committee, all Options granted to a Participant under the Plan shall be exercisable during his or her lifetime only by such Participant and no Option granted under the Plan may be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution. ISOs are not transferable.

Article VII. Stock Appreciation Rights

A. Grant of SARs. Subject to the terms and conditions of the Plan, an SAR may be granted to an Eligible Employee at any time and from time to time as shall be determined by the Committee. The Committee may grant Freestanding SARs, Tandem SARs or any combination of these forms of SARs.

The Committee shall have complete discretion in determining the number of SARs granted to each Eligible Employee (subject to Article 4 herein) and, consistent with the provisions of the Plan, in determining the terms and conditions pertaining to such SARs.

The Base Value of a Freestanding SAR shall equal the Fair Market Value of a Share on the date of grant of the SAR. The Base Value of Tandem SARs shall equal the Option Exercise Price of the related Option.

B. SAR Award Agreement. Each SAR grant shall be evidenced by an SAR Award Agreement that shall specify the number of SARs granted, the Base Value, the term of the SAR, the Exercise Period and such other provisions as the Committee shall determine.

C. Exercise and Payment of SARs. Tandem SARs may be exercised for all or part of the Shares subject to the related Option upon the surrender of the right to exercise the equivalent portion of the related Option. A Tandem SAR may be exercised only with respect to the Shares for which its related Option is then exercisable.

Notwithstanding any other provision of the Plan to the contrary, with respect to a Tandem SAR granted in connection with an ISO: (i) the Tandem SAR will expire no later than the expiration of the underlying ISO; (ii) the value of the payout with respect to the Tandem SAR may be for no more than one hundred percent (100%) of the difference between the Option Exercise Price of the underlying ISO and the Fair Market Value of the Shares subject to the underlying ISO at the time the Tandem SAR is exercised; and (iii) the Tandem SAR may be exercised only when the Fair Market Value of the Shares subject to the ISO exceeds the Option Exercise Price of the ISO.

Freestanding SARs may be exercised upon whatever terms and conditions the Committee, in its sole discretion, imposes upon them.

A Participant may exercise an SAR at any time during the Exercise Period. SARs shall be exercised by the delivery of a written notice of exercise to the Company, setting forth the number of SARs being exercised. Upon exercise of an SAR, a Participant shall be entitled to receive payment from the Company in an amount equal to the product of:

1. the excess of (i) the Fair Market Value of a Share on the date of exercise over (ii) the Base Value multiplied by
2. the number of Shares with respect to which the SAR is exercised.

At the sole discretion of the Committee, the payment to the Participant upon SAR exercise may be in cash, in Shares of equivalent value or in some combination thereof.

D. Termination of Employment. Each SAR Award Agreement shall set forth the extent to which the Participant shall have the right to exercise the SAR following termination of the Participant's employment with the Company and its Subsidiaries. Such provisions shall be determined in the sole discretion of the Committee, shall be included in the SAR Award Agreement entered into with Participants, need not be uniform among all SARs granted pursuant to the Plan or among Participants and may reflect distinctions based on the reasons for termination of employment.

E. Transferability of SARs. Except as otherwise determined by the Committee, all SARs granted to a Participant under the Plan shall be exercisable during his or her lifetime only by such Participant or his or her legal representative and no SAR granted under the Plan may be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution.

Article VIII. Restricted Stock and Restricted Stock Units

A. Grant of Restricted Stock and Restricted Stock Units. Subject to the terms and conditions of the Plan, Restricted Stock and/or Restricted Stock Units may be granted to Eligible Employees at any time and from time to time, as shall be determined by the Committee.

The Committee shall have complete discretion in determining the number of shares of Restricted Stock and/or Restricted Stock Units granted to each Eligible Employee (subject to Article 4 herein) and, consistent with the provisions of the Plan, in determining the terms and conditions pertaining to such Awards.

B. Restricted Stock/Restricted Stock Unit Award Agreement. Each grant of Restricted Stock and/or Restricted Stock Units shall be evidenced by a Restricted Stock and/or Restricted Stock Unit Award Agreement that shall specify the number of shares of Restricted Stock and/or Restricted Stock Units granted, the initial value (if applicable), the Period or Periods of Restriction, and such other provisions as the Committee shall determine.

C. Transferability. Restricted Stock and Restricted Stock Units granted hereunder may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated until the end of the applicable Period of Restriction established by the Committee and specified in the Award Agreement. All rights with respect to the Restricted Stock and Restricted Stock Units granted to a Participant under the Plan shall be available during his or her lifetime only to such Participant or his or her legal representative.

D. Certificate Legend. Each certificate representing Restricted Stock granted pursuant to the Plan may bear a legend substantially as follows:

"The sale or other transfer of the shares of stock represented by this certificate, whether voluntary, involuntary or by operation of law, is subject to certain restrictions on transfer as set forth in The Goldfield Corporation 1998 Executive Long-Term Incentive Plan and in a Restricted Stock Award Agreement. A copy of such Plan and such Agreement may be obtained from The Goldfield Corporation."

The Company shall have the right to retain the certificates representing Restricted Stock in the Company's possession until such time as all restrictions applicable to such Shares have been satisfied.

E. Removal of Restrictions. Restricted Stock shall become freely transferable by the Participant after the last day of the Period of Restriction applicable thereto. Once Restricted Stock is released from the restrictions, the Participant shall be entitled to have any legend referred to in Section 8.4 removed from the Participant's stock certificate. Payment of Restricted Stock Units shall be made after the last date of the period of Restriction applicable thereto. The Committee, in its sole discretion, may pay Restricted Stock Units in cash or in shares (or in a combination thereof), which have an aggregate Fair Market Value equal to the value of the Restricted Stock Units.

F. Voting Rights. During the Period of Restriction, Participants holding Restricted Stock may exercise full voting rights with respect to those Shares.

G. Dividends and Other Distributions. Subject to the Committee's right to determine otherwise at the time of grant, during the Period of Restriction, Participants holding Restricted Stock shall receive all regular cash dividends paid with respect to all Shares while they are so held. All other distributions paid with respect to such Restricted Stock shall be credited to Participants subject to the same restrictions on transferability and forfeitability as the Restricted Stock with respect to which they were paid and shall be paid to the Participant promptly after the full vesting of the Restricted Stock with respect to which such distributions were made.

Rights, if any, to Dividend Equivalents on Restricted Stock Units shall be established by the Committee at the time of grant and set forth in the Award Agreement.

H. Termination of Employment. Each Restricted Stock/Restricted Stock Unit Award Agreement shall set forth the extent to which the Participant shall have the right to receive Restricted Stock and/or a Restricted Stock Unit payment following termination of the Participant's employment with the Company and its Subsidiaries. Such provisions shall be determined in the sole discretion of the Committee, shall be included in the Award Agreement entered into with Participants, need not be uniform among all grants of Restricted Stock/Restricted Stock Units or among Participants and may reflect distinctions based on the reasons for termination of employment.

Article IX. Performance Units and Performance Shares

A. Grant of Performance Units and Performance Shares. Subject to the terms and conditions of the Plan, Performance Units and/or Performance Shares may be granted to an Eligible Employee at any time and from time to time, as shall be determined by the Committee.

The Committee shall have complete discretion in determining the number of Performance Units and/or Performance Shares granted

to each Eligible Employee (subject to Article 4 herein) and, consistent with the provisions of the Plan, in determining the terms and conditions pertaining to such Awards.

B. Performance Unit/Performance Share Award Agreement. Each grant of Performance Units and/or Performance Shares shall be evidenced by a Performance Unit and/or Performance Share Award Agreement that shall specify the number of Performance Units and/or Performance Shares granted, the initial value (if applicable), the Performance Period, the performance goals and such other provisions as the Committee shall determine, including but not limited to any rights to Dividend Equivalents.

C. Value of Performance Units/Performance Shares. Each Performance Unit shall have an initial value that is established by the Committee at the time of grant. The value of a Performance Share shall be equal to the Fair Market Value of a Share. The Committee shall set performance goals in its discretion which, depending on the extent to which they are met, will determine the number and/or value of Performance Units/Performance Shares that will be paid out to the Participants.

D. Earning of Performance Units/Performance Shares. After the applicable Performance Period has ended, the holder of Performance Units/Performance Shares shall be entitled to receive a payout with respect to the Performance Units/Performance Shares earned by the Participant over the Performance Period, to be determined as a function of the extent to which the corresponding performance goals have been achieved.

E. Form and Timing of Payment of Performance Units/Performance Shares. Payment of earned Performance Units/Performance Shares shall be made following the close of the applicable Performance Period. The Committee, in its sole discretion, may pay earned Performance Units/Shares in cash or in Shares (or in a combination thereof), which have an aggregate Fair Market Value equal to the value of the earned Performance Units/Shares at the close of the applicable Performance Period. Such Shares may be granted subject to any restrictions deemed appropriate by the Committee.

F. Termination of Employment. Each Performance Unit/Performance Share Award Agreement shall set forth the extent to which the Participant shall have the right to receive a Performance Unit/Performance Share payment following termination of the Participant's employment with the Company and its Subsidiaries during a Performance Period. Such provisions shall be determined in the sole discretion of the Committee, shall be included in the Award Agreement entered into with Participants, need not be uniform among all grants of Performance Units/Performance Shares or among Participants and may reflect distinctions based on reasons for termination of employment.

G. Transferability. Except as otherwise determined by the Committee, a Participant's rights with respect to Performance Units/Performance Shares granted under the Plan shall be available during the Participant's lifetime only to such Participant or the Participant's legal representative and Performance Units/Performance Shares may not be sold, transferred, pledged, assigned or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution.

Article X. Other Awards

The Committee shall have the right to grant other Awards which may include, without limitation, the grant of Shares based on certain conditions, the payment of Shares in lieu of cash or cash based on performance criteria established by the Committee, and the payment of Shares in lieu of cash under other Company incentive bonus programs. Payment under or settlement of any such Awards shall be made in such manner and at such times as the Committee may determine.

Article XI. Beneficiary Designation

Each Participant under the Plan may, from time to time, name any beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under the Plan is to be paid in case of the Participant's death before the Participant receives any or all of such benefit. Each such designation shall revoke all prior designations by the same Participant, shall be in a form prescribed by the Company and will be effective only when filed by the Participant in writing with the Company during the Participant's lifetime. In the absence of any such designation, benefits remaining unpaid at the Participant's death shall be paid to the Participant's estate.

The spouse of a married Participant domiciled in a community property jurisdiction shall join in any designation of beneficiary or beneficiaries other than the spouse.

Article XII. Deferrals

The Committee may permit a Participant to defer the Participant's receipt of the payment of cash or the delivery of Shares that would otherwise be due to such Participant under the Plan. If any such deferral election is permitted, the Committee shall, in its sole discretion, establish rules and procedures for such payment deferrals.

Article XIII. Rights of Employees

A. Employment. Nothing in the Plan shall interfere with or limit in any way the right of the Company or any Subsidiary to terminate any Participant's employment at any time, for any reason or no reason in the Company's or the Subsidiary's sole discretion, nor confer upon any Participant any right to continue in the employ of the Company or any Subsidiary.

B. Participation. No Employee shall have the right to be selected to receive an Award under the Plan, or, having been so selected, to be selected to receive a future Award.

C. Limitation of Implied Rights. Neither a Participant nor any other Person shall, by reason of the Plan, acquire any right in or title to any assets, funds or property of the Company or any Subsidiary whatsoever, including, without limitation, any specific funds, assets or other property which the Company or any Subsidiary, in their sole discretion, may set aside in anticipation of a liability under the Plan. A Participant shall have only a contractual right to the Shares or amounts, if any, payable under the Plan, unsecured by any assets of the Company or any Subsidiary. Nothing contained in the Plan shall constitute a guarantee that the assets of such companies shall be sufficient to pay any benefits to any Person.

Except as otherwise provided in the Plan, no Award under the Plan shall confer upon the holder thereof any right as a shareholder of the Company prior to the date on which the individual fulfills all conditions for receipt of such rights.

Article XIV. Change in Control

The terms of this Article 14 shall immediately become operative, without further action or consent by any person or entity, upon a Change in Control, and once operative shall supersede and take control over any other provisions of this Plan.

Upon a Change in Control

1. Any and all Options and SARs granted hereunder shall

become immediately vested and exercisable;

2. Any restriction periods and restrictions imposed on Restricted Stock and Restricted Stock Units shall be deemed to have expired; such Restricted Stock shall become immediately vested in full, and such Restricted Stock Units shall be paid out in cash on the effective date of the Change in Control; and
3. The target payout opportunity attainable under all outstanding Awards of Performance Units and Performance Shares shall be deemed to have been fully earned for the entire Performance Period(s) as of the effective date of the Change in Control. On the effective date of the Change in Control, all Performance Shares shall be paid out in Shares, and all Performance Units shall be paid out in cash.

Article XV. Amendment, Modification and Termination

A. Amendment, Modification and Termination. The Board may, at any time and from time to time, alter, amend, suspend or terminate the Plan in whole or in part.

B. Awards Previously Granted. No termination, amendment or modification of the Plan shall adversely affect in any material way any Award previously granted under the Plan without the written consent of the Participant holding such Award, unless such termination, modification or amendment is required by applicable law and except as otherwise provided herein.

Article XVI. Withholding

A. Tax Withholding. The Company shall have the power and the right to deduct or withhold, or require a Participant to remit to the Company, an amount (including any Shares withheld as provided below) sufficient to satisfy Federal, state and local taxes (including the Participant's FICA obligation) required by law to be withheld with respect to an Award made under the Plan.

B. Share Withholding. With respect to tax withholding required upon the exercise of Options or SARs, upon the lapse of restrictions on Restricted Stock, or upon any other taxable event arising out of or as a result of Awards granted hereunder, Participants may elect to satisfy the withholding requirement, in whole or in part, by tendering Shares held by the Participant at least six (6) months prior to their tender or by having the Company withhold Shares having a Fair Market Value on the effective date of exercise equal to the minimum statutory total tax which could be imposed on the transaction. All elections shall be irrevocable, made in writing and signed by the Participant.

Article XVII. Successors

All obligations of the Company under the Plan, with respect to Awards granted hereunder, shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation or otherwise of all or substantially all of the business and/or assets of the Company.

Article XVIII. Legal Construction

A. Gender and Number. Except where otherwise indicated by the context, any masculine term used herein also shall include the feminine, the plural shall include the singular and the singular shall include the plural.

B. Severability. In the event any provision of the Plan shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Plan, and the Plan shall be construed and enforced as if the illegal or invalid provision had not been included.

C0 Requirements of Law. The granting of Awards and the issuance of Shares under the Plan shall be subject to all applicable laws, rules and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

D0 Governing Law. To the extent not preempted by Federal law, the Plan, and all agreements hereunder, shall be construed in accordance with, and governed by, the laws of the State of Delaware.

OTHER INFORMATION

Resale Restrictions

While the Plan does not place restrictions on resales of Company Common Stock, shares of Company Common Stock acquired pursuant to the Plan by an "affiliate", as that term is defined in Rule 405 of the Securities Act of 1933, of the Company may be resold only pursuant to the registration requirements of that Act or an applicable exemption therefrom. In addition, acquisitions and dispositions of Company Common Stock by Section 16 officers of the Company within any period of less than six months may give rise to the right of the Company to recapture any profit from such transactions pursuant to Section 16(b) of the Securities Exchange Act of 1934, as amended.

ERISA

The Plan is not subject to any provisions of the Employee Retirement Income Security Act of 1974 ("ERISA").

Tax Information

Federal Income Tax Consequences

The following is a brief summary of the principal federal income tax consequences of the Plan. This summary is based on the Company's understanding of present federal income tax law and regulations. The summary does not purport to be complete or applicable to every specific situation. **RECIPIENTS OF AWARDS UNDER THE PLAN ARE ADVISED TO CONSULT THEIR PERSONAL TAX ADVISORS WITH REGARD TO ALL TAX CONSEQUENCES ARISING WITH RESPECT TO THEIR AWARDS.**

Capitalized terms not defined herein, which are defined in the Plan, shall have the meanings set forth in the Plan.

Stock Options

1a Consequences to the Optionholder

Grant. There are no federal income tax consequences to the optionholder solely by reason of the grant of ISOs or NQSOs under the Plan.

Exercise. The exercise of an ISO is not a taxable event for regular federal income tax purposes if certain requirements are satisfied, including the requirement that the optionholder generally must exercise the ISO no later than three months following the termination of the optionholder's employment with the Company. However, such exercise may give rise to alternative minimum tax liability (see "Alternative Minimum Tax" below).

Upon the exercise of a NQSO, the optionholder will generally recognize ordinary income in an amount equal to the excess of the fair market value of the shares of Company Common Stock at the time of exercise over the amount paid therefor by the optionholder as the exercise price. The ordinary income recognized in connection with the exercise by an optionholder of a NQSO will be subject to both wage and employment tax withholding.

The optionholder's tax basis in the shares acquired pursuant to the exercise of an option will be the amount paid upon exercise plus, in the case of a NQSO, the amount of ordinary income, if any, recognized by the optionholder upon exercise thereof.

Qualifying Disposition. If an optionholder disposes of shares of Company Common Stock acquired upon exercise of an ISO in a taxable transaction, and such disposition occurs more than two years from the date on which the option was granted and more than one year after the date on which the shares were transferred to the optionholder pursuant to the exercise of the ISO, the optionholder will recognize long-term capital gain or loss equal to the difference between the amount realized upon such disposition and the optionholder's adjusted basis in such shares (generally the option exercise price).

Disqualifying Disposition. If the optionholder disposes of shares of Company Common Stock acquired upon the exercise of an ISO (other than in certain tax-free transactions) within two years from the date on which the ISO was granted or within one year after the transfer of shares to the optionholder pursuant to the exercise of the ISO, at the time of disposition the optionholder will generally recognize ordinary income equal to the lesser of (i) the excess of each such share's fair market value on the date of exercise over the exercise price paid by the optionholder, or (ii) the optionholder's actual gain (i.e., the excess, if any, of the amount realized on the disposition over the exercise price paid by the optionholder). If the total amount realized on a taxable disposition (including return of capital and capital gain) exceeds the fair market value on the date of exercise of the shares of Company Common Stock purchased by the optionholder under the option, the optionholder will recognize a capital gain in the amount of such excess. If the optionholder incurs a loss on the disposition (i.e., if the total amount realized is less than the exercise price paid by the optionholder), the loss will be a capital loss.

Other Disposition. If an optionholder disposes of shares of Company Common Stock acquired upon exercise of a NQSO in a taxable transaction, the optionholder will recognize capital gain or loss in an amount equal to the difference between the optionholder's basis (as discussed above) in the shares sold and the total amount realized upon disposition. Any such capital gain or loss (and any capital gain or loss recognized on a disqualifying disposition of shares of Company Common Stock acquired upon exercise of ISOs as discussed above) will be short-term or long-term depending on whether the shares of Company Common Stock were held for more than one year from the date such shares were transferred to the optionholder.

Alternative Minimum Tax. Alternative minimum tax ("AMT") is payable if and to the extent the amount thereof exceeds the amount of the taxpayer's regular tax liability, and any AMT paid generally may be credited against future regular tax liability (but not future AMT liability). AMT applies to alternative minimum taxable income; generally regular taxable income as adjusted for tax preferences and other items are treated differently under the AMT.

For AMT purposes, the spread upon exercise of an ISO (but not a NQSO) will be included in alternative minimum taxable income, and the taxpayer will receive a tax basis equal to the fair market value of the shares of Company Common Stock at such time for subsequent AMT purposes. However, if the optionholder disposes of the ISO shares in the year of exercise, the AMT income cannot

exceed the gain recognized for regular tax purposes, provided that the disposition meets certain third-party requirements for limiting the gain on a disqualifying disposition. If there is a disqualifying disposition in a year other than the year of exercise, the income on the disqualifying disposition is not considered alternative minimum taxable income.

2 Consequences to the Company

There are no federal income tax consequences to the Company by reason of the grant of ISOs or NQSOs or the exercise of an ISO (other than disqualifying dispositions).

At the time the optionholder recognizes ordinary income from the exercise of a NQSO, the Company will be entitled to a federal income tax deduction in the amount of the ordinary income so recognized (as described above). To the extent the optionholder recognizes ordinary income by reason of a disqualifying disposition of the stock acquired upon exercise of an ISO, the Company will be entitled to a corresponding deduction in the year in which the disposition occurs.

The Company will be required to report to the Internal Revenue Service any ordinary income recognized by any optionholder by reason of the exercise of a NQSO. The Company will be required to withhold income and employment taxes (and pay the employer's share of employment taxes) with respect to ordinary income recognized by the optionholder upon the exercise of NQSOs.

Stock Appreciation Rights

The recipient of a SAR is not taxed and the Company is not entitled to a federal income tax deduction at the time of grant. When the SAR is exercised, the recipient recognizes ordinary income in an amount equal to the amount of cash received and the fair market value of shares of stock received, and the Company will be entitled to a federal income tax deduction in an amount equal to such amount.

Restricted Stock and Restricted Stock Units

The grantee of Restricted Stock or Restricted Stock Units is not taxed and the Company is not entitled to a federal income tax deduction at the time of grant. However, when shares of Restricted Stock are no longer subject to a substantial risk of forfeiture, the grantee recognizes ordinary income in an amount equal to the fair market value of the stock less the amount paid, if any, for the stock. Alternatively, the grantee of shares of Restricted Stock may file an election with the Internal Revenue Service within 30 days of the date of his receipt of the shares, to recognize ordinary income at the time of grant rather than at the time the restrictions lapse. Upon payment of cash or stock by the Company upon the end of the restriction period applicable to Restricted Stock Units, the grantee recognizes ordinary income in an amount equal to the cash received and/or the fair market value of the stock received. The Company is entitled to a federal income tax deduction in an amount equal to the fair market value of the stock or the amount of the cash payment at the time the grantee recognizes income related to the grant of shares of Restricted Stock or Restricted Stock Units.

Performance Shares and Performance Units

No income generally will be recognized upon the grant of Performance Shares or Performance Units. Upon payment in respect of the earn-out of Performance Shares or Performance Units, the recipient generally will be required to include as ordinary income in the year of receipt an amount equal to the cash received and the fair market value of shares of stock received, and the Company will be entitled to a federal income tax deduction in an amount equal to such amount.

Other Awards

The recipient of cash or shares of the Company's Common Stock recognizes ordinary income upon receipt in an amount equal to the cash received and/or the fair market value of the stock received, and the Company will be entitled to a federal income tax deduction in an amount equal to such amount.

The foregoing discussion is not a complete description of the federal income tax aspects of the Plan. In addition, administrative and judicial interpretations of the application of the federal income tax laws are subject to change. Furthermore, the foregoing discussion does not address state or local tax consequences.

Information Concerning the Company

The Company hereby undertakes to provide without charge to each participant to whom this document is delivered, upon written or oral request of such participant, a copy of any and all the documents that have been incorporated by reference in Item 3 of Part II of the latest Registration Statement on Form S-8 relating to the Plan (which documents are incorporated by reference into the prospectus) and any other documents required to be delivered to participants pursuant to Rule 428(b) of the Securities Act of 1933.

Requests for all documents should be addressed to:

John M. Starling
Secretary
The Goldfield Corporation
100 Rialto Place, Suite 500
Melbourne, FL 32901
(407) 724-1700

Additional Information

Additional information about the Plan and its administrators may be obtained from the Secretary of the Company at the above address.

Subsidiaries of Registrant

Exhibit 21

<TABLE>

Company	State of Jurisdiction of Organization	Percentage of Voting Securities Owned
<S>	<C>	<C>
Southeast Real Estate Resources Corporation	Florida	100%
Southeast Power Corporation	Florida	100%
Fiber Optic Services, Inc.	Florida	100%
Mamba Engineering Company, Inc. (inactive)	Florida	100%
St. Cloud Mining Company	Florida	100%
Florida Transport Corporation	Florida	100%
Steeple Rock Mining Company (inactive)	Florida	100%
The Goldfield Consolidated Mines Company (inactive)	Florida	100%
Subsidiaries of The Goldfield Consolidated Mines Company		
Detrital Valley Salt Corporation (inactive)	Florida	100%
The Lordsburg Mining Company	Florida	100%

</TABLE>

All of the above subsidiaries are included in the consolidated financial statements of the Company at December 31, 1998.

CONSENT OF INDEPENDENT AUDITORS

The Board of Directors
The Goldfield Corporation:

We consent to the incorporation by reference in the Registration Statement (No. 333-72241) on Form S-8 of The Goldfield Corporation of our report dated February 19, 1999, with respect to the consolidated balance sheets of The Goldfield Corporation and subsidiaries as of December 31, 1998 and 1997, and the related consolidated statements of operations, stockholders' equity and cash flows for each of the years in the three-month period ended December 31, 1998, which report appears in the 1998 Annual Report on Form 10-K of The Goldfield Corporation.

/s/
KPMG LLP
Orlando, Florida
March 8, 1999

Corporation, a Delaware corporation (the "Company");

Does hereby constitute and appoint John H. Sottile and Stephen R. Wherry to be his agents and attorneys-in-fact;

Each with the power to act fully hereunder without the other and with full power of substitution to act in the name and on behalf of the undersigned;

To sign and file with the Securities and Exchange Commission the Annual Report of the Company on Form 10-K for the fiscal year ended December 31, 1998, and any amendments or supplements to such Annual Report; and

To execute and deliver any instruments, certificates or other documents which they shall deem necessary or proper in connection with the filing of such Annual Report, and generally to act for and in the name of the undersigned with respect to such filings as fully as could the undersigned if then personally present and acting.

Each agent named above is hereby empowered to determine in his discretion the times when, the purposes for, and the names in which, any power conferred upon him herein shall be exercised and the terms and conditions of any instrument, certificate or document which may be executed by him pursuant to this instrument.

This Power of Attorney shall not be affected by the disability of the undersigned nor by the lapse of time.

The validity, terms and enforcement of this Power of Attorney shall be governed by those laws of the State of Delaware that apply to instruments negotiated, executed, delivered and performed solely within the State of Delaware.

This Power of Attorney may be executed in any number of counterparts, each of which shall have the same effect as if it were the original instrument and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, I have executed this Power of Attorney this 2nd day of June 1998.

/s/ /s/
Stephen R. Wherry John P. Fazzini
Witness Director

/s/
John H. Sottile
Witness

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me this 2nd day of June 1998 by John P. Fazzini, Director of The Goldfield Corporation, a Delaware corporation. He is personally known to me.

/s/
Cheryl C. Towle
Notary Public

POWER OF ATTORNEY

The undersigned who is a director or officer of The Goldfield Corporation, a Delaware corporation (the "Company");

Does hereby constitute and appoint Stephen R. Wherry to be his agent and attorney-in-fact;

To sign and file with the Securities and Exchange Commission the Annual Report of the Company on Form 10-K for the fiscal year ended December 31, 1998, and any amendments or supplements to such Annual Report; and

To execute and deliver any instruments, certificates or other documents which they shall deem necessary or proper in connection with the filing of such Annual Report, and generally to act for and in the name of the undersigned with respect to such filings as fully as could the undersigned if then personally present and acting.

The agent named above is hereby empowered to determine in his discretion the times when, the purposes for, and the names in which, any power conferred upon him herein shall be exercised and the terms and conditions of any instrument, certificate or document which may be executed by him pursuant to this instrument.

This Power of Attorney shall not be affected by the disability of the undersigned nor by the lapse of time.

The validity, terms and enforcement of this Power of Attorney shall be governed by those laws of the State of Delaware that apply to instruments negotiated, executed, delivered and performed solely within the State of Delaware.

This Power of Attorney may be executed in any number of counterparts, each of which shall have the same effect as if it were the original instrument and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, I have executed this Power of Attorney this 2nd day of June 1998.

/s/ /s/
John H. Sottile Stephen R. Wherry
Witness Vice President

/s/
Patricia A. Strange
Witness

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me this 2nd day of June 1998 by Stephen R. Wherry, Vice President of The Goldfield Corporation, a Delaware corporation. He is personally known to me.

/s/
Cheryl C. Towle
Notary Public

POWER OF ATTORNEY

The undersigned who is a director or officer of The Goldfield Corporation, a Delaware corporation (the "Company");

Does hereby constitute and appoint John H. Sottile and Stephen R. Wherry to be his agents and attorneys-in-fact;

Each with the power to act fully hereunder without the other and with full power of substitution to act in the name and on behalf of the undersigned;

To sign and file with the Securities and Exchange Commission the Annual Report of the Company on Form 10-K for the fiscal year ended December 31, 1998, and any amendments or supplements to such Annual

Report; and

To execute and deliver any instruments, certificates or other documents which they shall deem necessary or proper in connection with the filing of such Annual Report, and generally to act for and in the name of the undersigned with respect to such filings as fully as could the undersigned if then personally present and acting.

Each agent named above is hereby empowered to determine in his discretion the times when, the purposes for, and the names in which, any power conferred upon him herein shall be exercised and the terms and conditions of any instrument, certificate or document which may be executed by him pursuant to this instrument.

This Power of Attorney shall not be affected by the disability of the undersigned nor by the lapse of time.

The validity, terms and enforcement of this Power of Attorney shall be governed by those laws of the State of Delaware that apply to instruments negotiated, executed, delivered and performed solely within the State of Delaware.

This Power of Attorney may be executed in any number of counterparts, each of which shall have the same effect as if it were the original instrument and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, I have executed this Power of Attorney this 2nd day of June 1998.

/s/ /s/
Stephen R. Wherry John M. Starling
Witness Director

/s/
John H. Sottile
Witness

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me this 2nd day of June 1998 by John M. Starling, Director of The Goldfield Corporation, a Delaware corporation. He is personally known to me.

/s/
Cheryl C. Towle
Notary Public

POWER OF ATTORNEY

The undersigned who is a director or officer of The Goldfield Corporation, a Delaware corporation (the "Company");

Does hereby constitute and appoint John H. Sottile and Stephen R. Wherry to be his agents and attorneys-in-fact;

Each with the power to act fully hereunder without the other and with full power of substitution to act in the name and on behalf of the undersigned;

To sign and file with the Securities and Exchange Commission the Annual Report of the Company on Form 10-K for the fiscal year ended December 31, 1998, and any amendments or supplements to such Annual Report; and

To execute and deliver any instruments, certificates or other documents which they shall deem necessary or proper in connection

with the filing of such Annual Report, and generally to act for and in the name of the undersigned with respect to such filings as fully as could the undersigned if then personally present and acting.

Each agent named above is hereby empowered to determine in his discretion the times when, the purposes for, and the names in which, any power conferred upon him herein shall be exercised and the terms and conditions of any instrument, certificate or document which may be executed by him pursuant to this instrument.

This Power of Attorney shall not be affected by the disability of the undersigned nor by the lapse of time.

The validity, terms and enforcement of this Power of Attorney shall be governed by those laws of the State of Delaware that apply to instruments negotiated, executed, delivered and performed solely within the State of Delaware.

This Power of Attorney may be executed in any number of counterparts, each of which shall have the same effect as if it were the original instrument and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, I have executed this Power of Attorney this 2nd day of June 1998.

/s/ /s/
Stephen R. Wherry Dwight W. Severs
Witness Director

/s/
John H. Sottile
Witness

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me this 2nd day of June 1998 by Dwight W. Severs, Director of The Goldfield Corporation, a Delaware corporation. He is personally known to me.

/s/
Cheryl C. Towle
Notary Public

SECRETARY'S CERTIFICATE

I, John M. Starling, certify that I am the duly elected, qualified and acting Secretary of The Goldfield Corporation, a Delaware corporation (the "Corporation"), that I am authorized and empowered to execute this Certificate on behalf of the Corporation with respect to the Annual Report on Form 10-K and further certify that the following is a true, complete and correct copy of a resolution adopted by the Board of Directors of the Corporation on June 2, 1998, which resolution has not been amended, modified or rescinded:

RESOLVED, that each officer and director who may be required to execute an Annual Report on Form 10-K or any amendment or supplement thereto (whether on behalf of the Corporation or as an officer or director thereof or otherwise) be, and each of them hereby is, authorized to execute a Power of Attorney appointing John H. Sottile and Stephen R. Wherry and each of them severally, his true and lawful attorneys and agents to execute in his name, place and stead (in any such capacity) said Form 10-K and all instruments or reports necessary or in connection therewith, and to file the same with the Securities and Exchange Commission, each of said

attorneys and agents to have the power to act with or without the other, to have full power and authority to do and to perform in the name and on behalf of each of said officers and directors, or both, as the case may be, every act which is necessary or advisable to be done as fully, and to all intents and purposes, as any such officer or director might or could do in person.

IN WITNESS WHEREOF, I have hereunto set my hand this 2nd day of June 1998.

/s/
John M. Starling, Secretary

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